

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 150 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. N00019-15-R-5500		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 01 Sep 2015		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVAL AIR SYSTEMS COMMAND AIR-2.3.5.1 21936 BUNDY ROAD BLDG 442 PATUXENT RIVER MD 20670 CODE N00019 TEL: FAX:				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg 442, Patuxent River, MD</u> until <u>04:30 PM</u> local time <u>15 Oct 2015</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME TBD		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES						
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES		90 - 105		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 62	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS						
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		63 - 64	X	J	LIST OF ATTACHMENTS		106		
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM			
						(4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY					
						CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Transition Phase in FFP See PWS Section 4.0 FOB: Origin	1	Each		
					<hr/>
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Aircraft Modifications FFP See PWS Section 12.1. The unburdened unit price for this CLIN is \$6,498,000. Contractor to add burdens, and may add fee if applicable. FOB: Origin	1	Lot		
					<hr/>
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	O&A Spares FFP See PWS Section 12.2. The unburdened unit price for this CLIN is \$722,000.00. Contractor to add burdens, and may add fee if applicable. FOB: Origin	1	Lot		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	Scheduled Depot Inspections FFP See PWS Section 7.0 - ACI. FOB: Origin	11	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005	Scheduled PT6A Engine Depot Inspection FFP See PWS Section 8.0. FOB: Origin	17	Each		
					<hr/>
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006	Propeller Depot Overhauls FFP See PWS Section 9.0. FOB: Origin		Each		
					<hr/>
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	3 bladed Hartzell FFP FOB: Origin	22	Each		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	4 bladed Hartzell FFP FOB: Origin	3	Each		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC	3 bladed McCauley FFP FOB: Origin	6	Each		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	O&A Labor FFP See PWS Section 12.3. FOB: Origin	50,300	Hours		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	O&A Travel and Material FFP See PWS Section 12.4. The unburdened unit price for this CLIN is \$19,157,972. Estimated to be 60/40 travel to material. Contractor to add burdens. No fee shall be added. FOB: Origin	1	Lot		
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009	Engines FFP See PWS Section 13.0. Price on a daily rate. FOB: Origin	120	Days		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010	Strip and Paint FFP See PWS Section 14.0. FOB: Origin	3	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011	Fatigue Tracking FFP See PWS Section 15.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012	Data - NSP Not separately priced, in accordance with Exhibits A through C. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013	AIRLANT SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014	AIRPAC SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015	EAST MARINES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016	WEST MARINES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017	RESERVES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018	VXS-1/NRL SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019	NAVAIR AIR OPS SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020	NAVY - MANASSAS SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021	CNATRA SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0102	Aircraft Modifications FFP See PWS Section 12.1. The unburdened unit price for this CLIN is \$6,498,000. Contractor to add burdens, and may add fee if applicable. FOB: Origin	1	Lot		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0103	O&A Spares FFP See PWS Section 12.2. The unburdened unit price for this CLIN is \$722,000.00. Contractor to add burdens, and may add fee if applicable. FOB: Origin	1	Lot		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0104	Scheduled Depot Inspections FFP See PWS Section 7.0 - ACL. FOB: Origin	13	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0105	Scheduled PT6A Engine Depot Inspection FFP See PWS Section 8.0. FOB: Origin	17	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0106	Propeller Depot Overhauls FFP See PWS Section 9.0. FOB: Origin		Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106AA	3 bladed Hartzell FFP FOB: Origin	18	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106AB	4 bladed Hartzell FFP FOB: Origin	6	Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106AC	3 bladed McCauley FFP FOB: Origin	5	Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0107	O&A Labor FFP See PWS Section 12.3. FOB: Origin	50,300	Hours		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0108	O&A Travel and Material FFP See PWS Section 12.4. The unburdened unit price for this CLIN is \$19,157,972. Estimated to be 60/40 travel to material. Contractor to add burdens. No fee shall be added. FOB: Origin	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0109	Engines FFP See PWS Section 13.0. Price on a daily rate. FOB: Origin	120	Days		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0110	Strip and Paint FFP See PWS Section 14.0. FOB: Origin	3	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0111	Fatigue Tracking FFP See PWS Section 15.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0112	Data - NSP Not separately priced, in accordance with Exhibits A through C. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0113	AIRLANT SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0114	AIRPAC SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0115	EAST MARINES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0116	WEST MARINES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0117	RESERVES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0118	VXS-1/NRL SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0119	NAVAIR AIR OPS SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0120	NAVY - MANASSAS SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0121	CNATRA SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0202	Aircraft Modifications FFP See PWS Section 12.1. The unburdened unit price for this CLIN is \$6,498,000. Contractor to add burdens, and may add fee if applicable. FOB: Origin	1	Lot		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0203	O&A Spares FFP See PWS Section 12.2. The unburdened unit price for this CLIN is \$722,000.00. Contractor to add burdens, and may add fee if applicable. FOB: Origin	1	Lot		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0204	Scheduled Depot Inspections FFP See PWS Section 7.0 - ACI. FOB: Origin	16	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0205	Scheduled PT6A Engine Depot Inspection FFP See PWS Section 8.0. FOB: Origin	19	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0206	Propeller Depot Overhauls FFP See PWS Section 9.0. FOB: Origin		Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206AA	3 bladed Hartzell FFP FOB: Origin	10	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206AB	4 bladed Hartzell FFP FOB: Origin	2	Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206AC	3 bladed McCauley FFP FOB: Origin	3	Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0207	O&A Labor FFP See PWS Section 12.3. FOB: Origin	50,300	Hours		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0208	O&A Travel and Material FFP See PWS Section 12.4. The unburdened unit price for this CLIN is \$19,157,972. Estimated to be 60/40 travel to material. Contractor to add burdens. No fee shall be added. FOB: Origin	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0209	Engines FFP See PWS Section 13.0. Price on a daily rate. FOB: Origin	120	Days		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0210	Strip and Paint FFP See PWS Section 14.0. FOB: Origin	3	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0211	Fatigue Tracking FFP See PWS Section 15.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0212	Data - NSP Not separately priced, in accordance with Exhibits A through C. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0213	AIRLANT SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0214	AIRPAC SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0215	EAST MARINES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0216	WEST MARINES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0217	RESERVES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0218	VXS-1/NRL SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0219	NAVAIR AIR OPS SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0220	NAVY - MANASSAS SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0221	CNATRA SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0302	Aircraft Modifications FFP See PWS Section 12.1. The unburdened unit price for this CLIN is \$6,498,000. Contractor to add burdens, and may add fee if applicable. FOB: Origin	1	Lot		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0303	O&A Spares FFP See PWS Section 12.2. The unburdened unit price for this CLIN is \$722,000.00. Contractor to add burdens, and may add fee if applicable. FOB: Origin	1	Lot		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0304	Scheduled Depot Inspections FFP See PWS Section 7.0 - ACI. FOB: Origin	10	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0305	Scheduled PT6A Engine Depot Inspection FFP See PWS Section 8.0. FOB: Origin	17	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0306	Propeller Depot Overhauls FFP See PWS Section 9.0. FOB: Origin		Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0306AA	3 bladed Hartzell FFP FOB: Origin	12	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0306AB	4 bladed Hartzell FFP FOB: Origin	3	Each		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0306AC	3 bladed McCauley FFP FOB: Origin	5	Each		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0307	O&A Labor FFP See PWS Section 12.3. FOB: Origin	50,300	Hours		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0308	O&A Travel and Material FFP See PWS Section 12.4. The unburdened unit price for this CLIN is \$19,157,972. Estimated to be 60/40 travel to material. Contractor to add burdens. No fee shall be added. FOB: Origin	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0309	Engines FFP See PWS Section 13.0. Price on a daily rate. FOB: Origin	120	Days		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0310	Strip and Paint FFP See PWS Section 14.0. FOB: Origin	3	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0311	Fatigue Tracking FFP See PWS Section 15.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0312	Data - NSP Not separately priced, in accordance with Exhibits A through C. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0313	AIRLANT SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0314	AIRPAC SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0315	EAST MARINES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0316	WEST MARINES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0317	RESERVES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0318	VXS-1/NRL SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0319	NAVAIR AIR OPS SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0320	NAVY - MANASSAS SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0321	CNATRA SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0402	Aircraft Modifications FFP See PWS Section 12.1. The unburdened unit price for this CLIN is \$6,498,000. Contractor to add burdens, and may add fee if applicable. FOB: Origin	1	Lot		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0403	O&A Spares FFP See PWS Section 12.2. The unburdened unit price for this CLIN is \$722,000.00. Contractor to add burdens, and may add fee if applicable. FOB: Origin	1	Lot		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0404	Scheduled Depot Inspections FFP See PWS Section 7.0 - ACI. FOB: Origin	8	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0405	Scheduled PT6A Engine Depot Inspection FFP See PWS Section 8.0. FOB: Origin	23	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0406	Propeller Depot Overhauls FFP See PWS Section 9.0. FOB: Origin		Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0406AA	3 bladed Hartzell FFP FOB: Origin	17	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0406AB	4 bladed Hartzell FFP FOB: Origin	3	Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0406AC	3 bladed McCauley FFP FOB: Origin	5	Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0407	O&A Labor FFP See PWS Section 12.3. FOB: Origin	50,300	Hours		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0408	O&A Travel and Material FFP See PWS Section 12.4. The unburdened unit price for this CLIN is \$19,157,972. Estimated to be 60/40 travel to material. Contractor to add burdens. No fee shall be added. FOB: Origin	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0409	Engines FFP See PWS Section 13.0. Price on a daily rate. FOB: Origin	120	Days		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0410	Strip and Paint FFP See PWS Section 14.0. FOB: Origin	3	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0411	Fatigue Tracking FFP See PWS Section 15.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0412	Data - NSP Not separately priced, in accordance with Exhibits A through C. FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0413	AIRLANT SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0414	AIRPAC SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0415	EAST MARINES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0416	WEST MARINES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0417	RESERVES SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0418	VXS-1/NRL SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0419	NAVAIR AIR OPS SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0420	NAVY - MANASSAS SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0421	CNATRA SITE OPERATIONS FFP See PWS Section 5.0. FOB: Origin	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0422	Transition Phase Out FFP See PWS Section 16.0. FOB: Origin		Lot		

NET AMT

PRICING TABLE

Attachment B-1			
Instructions: The Offeror shall provide the proposed price per site as well as the subtotal for each CLIN.			
Sponsor	CLIN	Site(s)	Amount
AIRLANT	0013	NSA BAHRAIN	
		NSA GTMO	
		Subtotal AIRLANT	
AIRPAC	0014	NAF ATSUGI	
		KADENA AIR BASE	
		NAF MISAWA	

		Subtotal AIRPAC	
EAST MARINES	0015	MCAS BEAUFORT MCAS NEW RIVER	
		Subtotal EAST MARINES	
WEST MARINES	0016	MCAS IWAKUNI MCAS MIRAMAR MCAS FUTENMA	
		Subtotal WEST MARINES	
RESERVES	0017	JRB BELLE CHASSE	
		Subtotal RESERVES	
VXS-1/NRL	0018	NAS PATUXENT RIVER	
		Subtotal VXS-1/NRL	
NAVAIR AIR OPS	0019	NAS PATUXENT RIVER	
		Subtotal NAVAIR AIR OPS	
NAVY - MANASSAS	0020	MANASSAS	
		Subtotal NAVY-MANASSAS	
CNATRA	0021	CORPUS CHRISTI	
		Subtotal CNATRA	
		TOTAL SITE OPS	\$ -
Attachment B-1 Instructions: The Offeror shall provide the proposed price per site as well as the subtotal for each CLIN.			
Sponsor	CLIN	Site(s)	Amount
AIRLANT	0113	NSA BAHRAIN NSA GTMO	
		Subtotal AIRLANT	
AIRPAC	0114	NAF ATSUGI KADENA AIR BASE	

		NAF MISAWA	
		Subtotal AIRPAC	
EAST MARINES	0115	MCAS BEAUFORT MCAS NEW RIVER	
		Subtotal EAST MARINES	
WEST MARINES	0116	MCAS IWAKUNI MCAS MIRAMAR MCAS FUTENMA	
		Subtotal WEST MARINES	
RESERVES	0117	JRB BELLE CHASSE	
		Subtotal RESERVES	
VXS-1/NRL	0118	NAS PATUXENT RIVER	
		Subtotal VXS-1/NRL	
NAVAIR AIR OPS	0119	NAS PATUXENT RIVER	
		Subtotal NAVAIR AIR OPS	
NAVY - MANASSAS	0120	MANASSAS	
		Subtotal NAVY-MANASSAS	
CNATRA	0121	CORPUS CHRISTI	
		Subtotal CNATRA	
		TOTAL SITE OPS	\$ -

Attachment B-1

Instructions: The Offeror shall provide the proposed price per site as well as the subtotal for each CLIN.

Sponsor	CLIN	Site(s)	Amount
AIRLANT	0213	NSA BAHRAIN NSA GTMO	
		Subtotal AIRLANT	
AIRPAC	0214	NAF ATSUGI	

		KADENA AIR BASE	
		NAF MISAWA	
		Subtotal AIRPAC	
EAST MARINES	0215	MCAS BEAUFORT	
		MCAS NEW RIVER	
		Subtotal EAST MARINES	
WEST MARINES	0216	MCAS IWAKUNI	
		MCAS MIRAMAR	
		MCAS FUTENMA	
		Subtotal WEST MARINES	
RESERVES	0217	JRB BELLE CHASSE	
		Subtotal RESERVES	
VXS-1/NRL	0218	NAS PATUXENT RIVER	
		Subtotal VXS-1/NRL	
NAVAIR AIR OPS	0219	NAS PATUXENT RIVER	
		Subtotal NAVAIR AIR OPS	
NAVY - MANASSAS	0220	MANASSAS	
		Subtotal NAVY-MANASSAS	
CNATRA	0221	CORPUS CHRISTI	
		Subtotal CNATRA	
		TOTAL SITE OPS	\$ -
Attachment B-1			
Instructions: The Offeror shall provide the proposed price per site as well as the subtotal for each CLIN.			
Sponsor	CLIN	Site(s)	Amount
AIRLANT	0313	NSA BAHRAIN	
		NSA GTMO	
		Subtotal AIRLANT	
AIRPAC	0314	NAF ATSUGI	

		KADENA AIR BASE
		NAF MISAWA
		Subtotal AIRPAC
EAST MARINES	0315	MCAS BEAUFORT
		MCAS NEW RIVER
		Subtotal EAST MARINES
WEST MARINES	0316	MCAS IWAKUNI
		MCAS MIRAMAR
		MCAS FUTENMA
		Subtotal WEST MARINES
RESERVES	0317	JRB BELLE CHASSE
		Subtotal RESERVES
VXS-1/NRL	0318	NAS PATUXENT RIVER
		Subtotal VXS-1/NRL
NAVAIR AIR OPS	0319	NAS PATUXENT RIVER
		Subtotal NAVAIR AIR OPS
NAVY - MANASSAS	0320	MANASSAS
		Subtotal NAVY-MANASSAS
CNATRA	0321	CORPUS CHRISTI
		Subtotal CNATRA
		TOTAL SITE OPS
		\$ -

Attachment B-1

Instructions: The Offeror shall provide the proposed price per site as well as the subtotal for each CLIN.

Sponsor	CLIN	Site(s)	Amount
AIRLANT	0413	NSA BAHRAIN NSA GTMO	

		Subtotal AIRLANT	
AIRPAC	0414	NAF ATSUGI KADENA AIR BASE NAF MISAWA	
		Subtotal AIRPAC	
EAST MARINES	0415	MCAS BEAUFORT MCAS NEW RIVER	
		Subtotal EAST MARINES	
WEST MARINES	0416	MCAS IWAKUNI MCAS MIRAMAR MCAS FUTENMA	
		Subtotal WEST MARINES	
RESERVES	0417	JRB BELLE CHASSE	
		Subtotal RESERVES	
VXS-1/NRL	0418	NAS PATUXENT RIVER	
		Subtotal VXS-1/NRL	
NAVAIR AIR OPS	0419	NAS PATUXENT RIVER	
		Subtotal NAVAIR AIR OPS	
NAVY - MANASSAS	0420	MANASSAS	
		Subtotal NAVY-MANASSAS	
CNATRA	0421	CORPUS CHRISTI	
		Subtotal CNATRA	
		TOTAL SITE OPS	\$ -

Section C - Descriptions and Specifications

PWS

SECTION C – Descriptions and Specifications

Item 0001 – Transition Phase In. The contractor shall perform Phase-In for the first 60 days of contract performance in accordance with section 4.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X02 – Aircraft Modifications. The contractor shall perform Over and Above Aircraft Modifications and Support Equipment in accordance with section 12.1 of the Performance Work Statement, dated 22 July 2015.

Item 0X03 – O&A Spares. The contractor shall procure spares associated with the aircraft modifications in accordance with Section 12.2 of the Performance Work Statement, dated 22 July 2015.

Item 0X04 – The contractor shall perform Scheduled C-12 Aircraft Depot Inspections in accordance with section 7.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X05 – The contractor shall perform Scheduled PT6A-Series Engine Depot Inspections in accordance with section 8.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X06 – The contractor shall perform Propeller Depot Overhauls in accordance with section 9.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X07 – Over and Above Labor. The contractor shall perform in accordance with section 12.3 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X08 – Over and Above Travel & Material. The contractor shall perform in accordance with section 12.4 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X09 – The contractor shall provide Engines in accordance with section 13.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X10 – The contractor shall perform C-12 Depot Strip and Paint in accordance with section 14.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X11 – The contractor shall provide C-12 Structural Fatigue Tracking in accordance with section 15.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X12 – Data Deliverables in accordance with PWS Exhibits A through C.

Item 0X13 – The contractor shall perform Site Operations for AIRLANT, in accordance with section 5.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X14 – The contractor shall perform Site Operations for AIRPAC, in accordance with section 5.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X15 – The contractor shall perform Site Operations for EAST MARINES, in accordance with section 5.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X16 – The contractor shall perform Site Operations for WEST MARINES, in accordance with section 5.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X17 – The contractor shall perform Site Operations for RESERVES, in accordance with section 5.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X18 – The contractor shall perform Site Operations for VXS-1, in accordance with section 5.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X19 – The contractor shall perform Site Operations for NAVAIR AIR OPS, in accordance with section 5.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X20 – The contractor shall perform Site Operations for NAVY MANASSAS, in accordance with section 5.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0X21 – The contractor shall perform Site Operations for CNATRA, in accordance with section 5.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Item 0422 - Transition Phase Out. The contractor shall perform Phase-Out during the last 60 days of contract performance, in accordance with section 16.0 of the Performance Work Statement (PWS), dated 22 July 2015.

Section D - Packaging and Marking

SECTION D

CLAUSES INCORPORATED BY FULL TEXT

5252.223-9502 HAZARDOUS MATERIAL (NAVAIR)(APR 2009) -

(a) Packaging, Packing, Marking, Labeling and Certification of Hazardous materials for shipment by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and Title 49 Code of Federal Regulations (CFR), Part 100-199 as applicable. In the event of any contradictions between the documents, 49 CFR shall govern or the applicable modal transport regulation.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable modal transport regulations, the regulations shall take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

(c) To ascertain which Department of Defense, or local installation regulations, concerning hazardous materials may have impact on this contract, the contractor should contact: Environmental Director NAVAIR HQ, (301)757-6177; 47013 Hinkle Circle, Building 416, Room 200B, Patuxent River, MD 20670.

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

5252.247-9520 PRESERVATION, PACKAGING, AND PACKING (NAVAIR)(OCT 2005)

(a) The contractor shall preserve, pack and package items procured for system stock, overseas destinations or ships at sea, in accordance with the MIL-STD-2073-1 Level A requirements delineated in the schedule or elsewhere in the contract or order. If specific requirements are not included in the contract or order, the contractor shall preserve and package in accordance with previously approved level A requirements, within the technical parameters contained in MIL-STD-2073-1. Preservation and packing materials shall be fire retardant/non-combustible as prescribed in the specific packaging requirements in the contract or order, and to the maximum extent practicable.

(b) If the packaging materials specified in the contract or order are not fire retardant, and fire retardant varieties are included in commodity specifications for these materials, the contractor shall use fire retardant varieties. Fire

retardant packaging materials are not required for items not used aboard ship. The use of plastic packaging materials is prohibited unless prescribed in specific packaging requirements in the contract or order, or unless required to adequately protect the item from damage

(c) For items procured for installation/immediate use, the contractor shall preserve and package in accordance with the Level C requirements of MIL-STD-2073-1. Packing for shipment (i.e., shipping container) shall be in accordance with MIL-STD-2073-1, Level A, for overseas surface shipments that are not containerized and all deliveries to ships at sea; Level B for all remaining overseas shipments; Level C for domestic shipments of items consumed at first destination. Fire retardant materials are not required in packing (i.e., shipping container) operations. All units, intermediate and shipping containers, shall be marked in accordance with MIL-STD-129. The use of shredded paper, excelsior, polystyrene and other loose-fill materials as a cushion is prohibited in all packaging and packing operation

(d) In accordance with 29 CFR, the contractor shall ensure that the following caution label is placed on all unit, intermediate and shipping containers for all items containing asbestos in a form that can be inhaled:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM

(e) All items containing asbestos in a form that can be inhaled shall be packaged in sealed, impermeable bags or other impermeable containers, as required by 29 CFR.

NOTE TO SUPPLIERS: If the supplies to be furnished on this document require the asbestos caution label described above, the contractor shall notify the contract administrator indicated in the schedule prior to shipment.

Section E - Inspection and Acceptance

ACCEPTANCE

Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by DCMA.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
0006	Origin	Government	Origin	Government
0006AA	Origin	Government	Origin	Government
0006AB	Origin	Government	Origin	Government
0006AC	Origin	Government	Origin	Government
0007	Origin	Government	Origin	Government
0008	Origin	Government	Origin	Government
0009	Origin	Government	Origin	Government
0010	Origin	Government	Origin	Government
0011	Origin	Government	Origin	Government
0012	Destination	Government	Destination	Government
0013	Origin	Government	Origin	Government
0014	Origin	Government	Origin	Government
0015	Origin	Government	Origin	Government
0016	Origin	Government	Origin	Government
0017	Origin	Government	Origin	Government
0018	Origin	Government	Origin	Government
0019	Origin	Government	Origin	Government
0020	Origin	Government	Origin	Government
0021	Origin	Government	Origin	Government
0102	Origin	Government	Origin	Government
0103	Origin	Government	Origin	Government
0104	Origin	Government	Origin	Government
0105	Origin	Government	Origin	Government
0106	Origin	Government	Origin	Government
0106AA	Origin	Government	Origin	Government
0106AB	Origin	Government	Origin	Government
0106AC	Origin	Government	Origin	Government
0107	Origin	Government	Origin	Government
0108	Origin	Government	Origin	Government
0109	Origin	Government	Origin	Government
0110	Origin	Government	Origin	Government
0111	Origin	Government	Origin	Government

0112	Destination	Government	Destination	Government
0113	Origin	Government	Origin	Government
0114	Origin	Government	Origin	Government
0115	Origin	Government	Origin	Government
0116	Origin	Government	Origin	Government
0117	Origin	Government	Origin	Government
0118	Origin	Government	Origin	Government
0119	Origin	Government	Origin	Government
0120	Origin	Government	Origin	Government
0121	Origin	Government	Origin	Government
0202	Origin	Government	Origin	Government
0203	Origin	Government	Origin	Government
0204	Origin	Government	Origin	Government
0205	Origin	Government	Origin	Government
0206	Origin	Government	Origin	Government
0206AA	Origin	Government	Origin	Government
0206AB	Origin	Government	Origin	Government
0206AC	Origin	Government	Origin	Government
0207	Origin	Government	Origin	Government
0208	Origin	Government	Origin	Government
0209	Origin	Government	Origin	Government
0210	Origin	Government	Origin	Government
0211	Origin	Government	Origin	Government
0212	Destination	Government	Destination	Government
0213	Origin	Government	Origin	Government
0214	Origin	Government	Origin	Government
0215	Origin	Government	Origin	Government
0216	Origin	Government	Origin	Government
0217	Origin	Government	Origin	Government
0218	Origin	Government	Origin	Government
0219	Origin	Government	Origin	Government
0220	Origin	Government	Origin	Government
0221	Origin	Government	Origin	Government
0302	Origin	Government	Origin	Government
0303	Origin	Government	Origin	Government
0304	Origin	Government	Origin	Government
0305	Origin	Government	Origin	Government
0306	Origin	Government	Origin	Government
0306AA	Origin	Government	Origin	Government
0306AB	Origin	Government	Origin	Government
0306AC	Origin	Government	Origin	Government
0307	Origin	Government	Origin	Government
0308	Origin	Government	Origin	Government
0309	Origin	Government	Origin	Government
0310	Origin	Government	Origin	Government
0311	Origin	Government	Origin	Government
0312	Destination	Government	Destination	Government
0313	Origin	Government	Origin	Government
0314	Origin	Government	Origin	Government
0315	Origin	Government	Origin	Government
0316	Origin	Government	Origin	Government
0317	Origin	Government	Origin	Government
0318	Origin	Government	Origin	Government
0319	Origin	Government	Origin	Government
0320	Origin	Government	Origin	Government

0321	Origin	Government	Origin	Government
0402	Origin	Government	Origin	Government
0403	Origin	Government	Origin	Government
0404	Origin	Government	Origin	Government
0405	Origin	Government	Origin	Government
0406	Origin	Government	Origin	Government
0406AA	Origin	Government	Origin	Government
0406AB	Origin	Government	Origin	Government
0406AC	Origin	Government	Origin	Government
0407	Origin	Government	Origin	Government
0408	Origin	Government	Origin	Government
0409	Origin	Government	Origin	Government
0410	Origin	Government	Origin	Government
0411	Origin	Government	Origin	Government
0412	Destination	Government	Destination	Government
0413	Origin	Government	Origin	Government
0414	Origin	Government	Origin	Government
0415	Origin	Government	Origin	Government
0416	Origin	Government	Origin	Government
0417	Origin	Government	Origin	Government
0418	Origin	Government	Origin	Government
0419	Origin	Government	Origin	Government
0420	Origin	Government	Origin	Government
0421	Origin	Government	Origin	Government
0422	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by **the ACO, COR or TPOC**.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 02-JAN-2017 TO 02-MAR-2017	N/A	N/A FOB: Origin	
0002	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin	
0003	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin	
0004	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin	
0005	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin	
0006	POP 03-MAR-2017 TO 03-JAN-2018	N/A	N/A FOB: Origin	
0006AA	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin	
0006AB	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin	
0006AC	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin	
0007	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin	
0008	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin	
0009	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin	
0010	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin	
0011	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin	
0012	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Destination	

0013	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin
0014	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin
0015	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin
0016	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin
0017	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin
0018	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin
0019	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin
0020	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin
0021	POP 03-MAR-2017 TO 02-JAN-2018	N/A	N/A FOB: Origin
0102	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0103	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0104	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0105	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0106	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0106AA	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0106AB	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0106AC	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0107	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin

0108	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0109	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0110	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0111	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0112	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Destination
0113	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0114	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0115	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0116	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0117	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0118	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0119	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0120	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0121	POP 03-JAN-2018 TO 02-JAN-2019	N/A	N/A FOB: Origin
0202	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0203	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0204	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0205	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin

0206	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0206AA	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0206AB	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0206AC	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0207	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0208	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0209	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0210	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0211	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0212	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Destination
0213	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0214	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0215	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0216	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0217	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0218	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0219	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0220	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin

0221	POP 03-JAN-2019 TO 02-JAN-2020	N/A	N/A FOB: Origin
0302	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0303	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0304	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0305	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0306	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0306AA	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0306AB	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0306AC	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0307	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0308	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0309	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0310	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0311	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0312	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Destination
0313	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0314	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0315	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin

0316	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0317	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0318	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0319	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0320	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0321	POP 03-JAN-2020 TO 02-JAN-2021	N/A	N/A FOB: Origin
0402	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0403	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0404	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0405	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0406	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0406AA	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0406AB	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0406AC	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0407	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0408	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0409	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0410	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin

0411	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0412	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Destination
0413	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0414	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0415	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0416	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0417	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0418	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0419	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0420	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0421	POP 03-JAN-2021 TO 02-JAN-2022	N/A	N/A FOB: Origin
0422	POP 03-JAN-2021 TO 02-MAR-2022	N/A	N/A FOB: Origin

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR)(SEP 2013)

(a) The contract shall commence on [insert effective date] and shall continue [insert either “for a period of months” or provide a calendar date]. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If DFAR Clause 252.216-7006, “Ordering”, is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibits A and B, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Code AIR-2.3.5

(2) ACO, Code TBD.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: to be provided at the post award conference.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)

The services to be performed herein shall be performed at SEE PWS SECTION 1.3.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-0002	Line Item Specific: Sequential ACRN Order	SEP 2009
252.204-0004	Line Item Specific: by Fiscal Year	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

To be identified under each individual task order

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC:	_____
Issue By DoDAAC:	_____
Admin DoDAAC:	_____
Inspect By DoDAAC:	_____
Ship To Code:	_____
Ship From Code:	_____
Mark For Code:	_____
Service Approver (DoDAAC):	_____
Service Acceptor (DoDAAC):	_____
Accept at Other DoDAAC:	_____
LPO DoDAAC:	_____
DCAA Auditor DoDAAC:	_____
Other DoDAAC(s):	_____

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

_____ To be identified under each individual task order _____
 (Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(SEP 2012)

(a) The Technical Point of Contact (TPOC) for this contract is: **To be identified under each individual task order.**

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).

(c) The contractor may use this technical POC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquiries.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

CLAUSES INCORPORATED BY FULL TEXT

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)
(SEP 2012)**

(a) The Contracting Officer has designated To be determined at time of award as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities: To be determined at time of award and included as an attachment to this contract under Section J.

(b) The effective period of the COR designation is To be determined at time of award.

CLAUSES INCORPORATED BY FULL TEXT

**5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL
LIAISON (NAVAIR)(OCT 2005)**

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

NAME: _____

PHONE (BUS): _____

PHONE (AFTER HOURS): _____

ALTERNATE:

NAME: _____

PHONE (BUS): _____

PHONE (AFTER HOURS): _____

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

CLAUSES INCORPORATED BY FULL TEXT**5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES (NAVAIR)(JUN 2012)**

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontractors. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

CLAUSES INCORPORATED BY FULL TEXT**5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
Partially retained: FAR 42.302(a)(56) Maintain surveillance of flight operations.	<ul style="list-style-type: none"> • Military base site operation: either the COR, TPOC or GFR at military base site operations. • Non-military sites: DCMA ACO

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
Delegating additional functions: FAR 42.302(b) Negotiate or negotiate and execute supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements.	PCO or ACO function. See "administered by" block on the face page of the contract, modification, or order.

Delegating additional functions: FAR 42.302(a)(38) Quality Assurance Inspection and Acceptance of aircraft work done at depot facilities.	DCMA ACO function as alternate of PCO, when required. See “administered by” block on the face page of the contract, modification, or order.

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

Section H - Special Contract Requirements

H.1**REDUCED PAYMENTS**

- (a) In accordance with FAR 16.402-2(b), if the Contractor fails to meet the 80% mission capable rate as required in PWS, Appendix D-Performance Metrics, the Contractor's applicable monthly price shall be proportionally reduced based on the procedures identified in paragraph (e)(1) below. See PWS Appendix E for relevant definitions.
- (b) If the Contractor fails to complete the Aircraft Condition Inspections within the 74 consecutive days completion timeframe in accordance with PWS Section 7.1, the Contractor's applicable price for payment shall be proportionally reduced based on the procedures identified in paragraph (e)(2) below.
- (c) Notwithstanding any reduction of payment under this clause, if delivery or performance is delayed or deficient under the requirements specified in paragraph (e)(1) and (e)(2) the Government may terminate this contract in whole or in part under the terms of FAR 52.249-8, "Default (Fixed-Price Supply and Service)".
- (d) The Contractor shall not incur Reduced Payments when performance metrics in paragraph (e) fall below required levels as a result of causes beyond the control and without the fault or negligence of the Contractor as defined in FAR 52.249-8, "Default (Fixed-Price Supply and Service)".
- (e) The following describes performance metrics and the calculation of Reduced Payments when performance metrics are not met.

(1) Navy C-12 Mission Capable (MC) Rate. MC shall be maintained at 80% per aircraft in accordance with PWS, Appendix D.

(i) MC Computation Examples:

Example: Aircraft #1 (MC Rate Met):

The reporting period was 30 days: $30 \times 24 \text{ hours} = 720 \text{ hours}$ Reporting Time (RT)

The allowable Non-Reporting Time (NRT) for aircraft #1 was 7 days

The Non Mission Capable (NMC) time for aircraft #1 for the reporting period was 113 hours:

MC Rate Example Calculation:

30 days x 24 hours = 720 hours.....	Total RT hours
7 days NRT x 24 hours = 168 hours.....	Total NRT hours
720 (RT) – 168 (NRT) = 552 hours.....	Total Possible MC hours
552 (Possible MC hours) – 113 hours (NMC) = 439 hours.....	Actual MC hours
439 (Actual MC hours) ÷ 552 (Possible MC hours) = .80	
.80 x 100 = <u>80% MC</u> for aircraft #1	

Example Aircraft #2 (MC Rate Not Met):

The reporting period was 30 days: $30 \times 24 \text{ hours} = 720 \text{ hours}$ Reporting Time (RT)

The allowable Non-Reporting Time (NRT) for aircraft #2 was 12 days

The Non Mission Capable (NMC) time for aircraft #2 for the reporting period was 108 hours:

MC Rate Example Calculation:

30 days x 24 hours = 720 hours.....	Total RT hours
12 days NRT x 24 hours = 288 hours.....	Total NRT hours
720 (RT) – 288 (NRT) = 432 hours.....	Total Possible MC hours
432 (Possible MC hours) – 108 hours (NMC) = 324 hours.....	Actual MC hours
324 (Actual MC hours) ÷ 432 (Possible MC hours) = .75	
.75 x 100 = <u>75% MC</u> for aircraft #2	

(ii) Payment Adjustment Example:

The Contractor shall reduce its monthly price for Site Operation Requirements CLINs (0X13-0X21) by the same direct percentage difference between the reported aircraft MC rate and the required MC rate, as established in PWS Appendix D, when an aircraft's monthly MC rate is less than the required MC rate.

A = Monthly site operation cost (see Pricing Table (B-1) in Section B).

B = Unit maintenance cost per aircraft = (Monthly site operation cost (see Pricing Table (B-1) in Section B) ÷ Number of Aircraft assigned in Appendix A.)

C = Percent difference between required per aircraft MC rate and actual per aircraft MC rate.

D = Monthly Price reduction

A =	\$100,000		(per Pricing Table (B-1) in Section B)
B =	\$50,000		$A \div B$ (2 aircraft assigned to site)
C =	Aircraft 1:	N/A	(is over 80% MC rate requirement)
	Aircraft 2:	5%	(80% requirement - 75% actual achieved)
D =	Aircraft 1:	N/A	(is over 80% MC rate requirement)
	Aircraft 2:	\$2,500.00	$(B \times C = \$50,000 \times 5\%)$

(2) Scheduled C-12 Aircraft Depot Inspections. Aircraft Condition Inspection (ACI) (CLIN 0X04)- The Contractor shall reduce the price for ACI by the same direct duration difference, measured in days, between the actual duration of ACI and the required duration of ACI, as established in PWS Section 7.1, when the actual duration of ACI is greater than the required duration of ACI.

(i) Payment Adjustment Example:

A. Firm Fixed Price per ACI	\$80,000	
B. Number of days established for completion	74	
C. Price per day for ACI ($A \div B$)	\$1,081.08	
D. Number of days delinquent	4	
E. Total Price Reduction ($C \times D$)	\$4,324.32	

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (SEP 2012)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at:
http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPOC for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (AUG 2013)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <https://assist.dla.mil/online/start/>. To access these documents, select the Quick Search link on the site home page.

CLAUSES INCORPORATED BY FULL TEXT

5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

CLAUSES INCORPORATED BY FULL TEXT

5252.217-9507 OVER AND ABOVE WORK REQUESTS (NAVAIR) (OCT 2005)

(a) These procedures apply when the contractor identifies needed repairs that are over and above the requirements of the contract and recommends corrective action during contract performance in accordance with DFARS 252.217-7028, "Over and Above Work".

(b) The contractor shall prepare and submit the applicable Over and Above Work Request (OAWR) Form similar to the one attached to this contract to the ACO, via the COR, for authorization to proceed. The contractor shall use the OAWR to describe the over and above work that needs to be performed, including any parts and materials, in such detail as necessary to permit a thorough evaluation. The contractor shall attach competitive subcontractor quotes, or, if such quotes are not available, the contractor shall justify the total cost by specifying direct hours by labor category, as well as the type, quantity and cost of the material needed to perform the repair or replacement. The contractor shall also propose a schedule to complete the needed repair or replacement.

(c) The COR will review the OAWR submitted by the contractor, and then forward the form to the PMA 207 technical team with a recommendation of approval or disapproval, with one copy to ACO. The COR will annotate the form with the reasons for the recommendation.

(d) The ACO shall take one of the following actions:

(1) Disapprove the OAWR. In this event, the OAWR will be returned to the contractor. A copy will also be provided to the COR.

(2) Authorize the OAWR. In this event, a modification (Standard Form 30) will be issued. Upon issuance of the modification, the contractor shall proceed with the repair or replacement effort.

(e) To the maximum extent practical, a FFP will be negotiated for this effort prior to the start of the work. In the event that the urgency of the effort does not permit the negotiation of an FFP, then the authorizing modification will establish not-to-exceed (NTE) prices. A sub-line item, under the OAWR line item, will be established to fund the effort. The Government is not responsible for any costs incurred by the contractor that exceed the NTE price established by the modification.

(f) Modifications to an OAWR will be effected by Standard Form 30.

(g) If the OAWR is issued on an NTE basis, the contractor shall promptly submit a proposal for the OAWR to the ACO. The ACO is responsible for negotiating a FFP for the OAWR and issuing an appropriate modification which establishes a FFP for that amount. The definitizing modification should include the following information:

(1) Reference to the OAWR and modification number and any later modification, which relates to that OAWR.

(2) The applicable ACRN and fund citation provided in the Accounting and Appropriation Data Block. Any excess funds are to be deobligated.

CLAUSES INCORPORATED BY FULL TEXT

5252.217-9509 LIABILITY FOR GOVERNMENT PROPERTY UNDERGOING SERVICES, REPAIRS OR MODIFICATIONS (NAVAIR)(OCT 2006)

(a) As to Government property delivered to or picked up by the contractor for servicing, repairs, modification or for services preliminary thereto, the contractor shall be fully liable as an insurer for any loss of or damage to such

equipment or property while in his care, custody or control arising from any cause whatsoever and he agrees to reimburse the Government in full for his account. Unless otherwise specified in the contract schedule, the Government retains title to any and all scraps, salvage or other residual materials originating from said equipment or property.

(b) Subject to the "Disputes" clause of this contract, the Contracting Officer may make an equitable adjustment downward in the contract price, or in any monies due to the contractor, to compensate the Government in whole or in part for loss or damage for which the contractor is liable hereunder.

CLAUSES INCORPORATED BY FULL TEXT

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.228-9500 ADDITIONAL DEFINITIONS WITH RESPECT TO "GROUND AND FLIGHT RISK" CLAUSE (NAVAIR) (DEC 1991)

For the purpose of complying with the "Ground and Flight Risk" clause, the contractor's premises shall be deemed to be TO BE FILLED IN AT TIME OF CONTRACT AWARD located at TO BE FILLED IN AT TIME OF CONTRACT AWARD

CLAUSES INCORPORATED BY FULL TEXT

5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

The following types of insurance are required in accordance with the clause entitled "FAR 52.228-5, "Insurance-- Work on a Government Installation"" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: **(TO BE COMPLETED AT TIME OF CONTRACT AWARD)**

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR)(MAY 2014)

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts:

SEE SECTION J, ATTACHMENT 5

Contract Number	Nomenclature/ Description	Part/ Model/ Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost	

(2) Government furnished property to be provided under this contract:

SEE SECTION J, ATTACHMENT 5

Nomenclature/ Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost	

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(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

SEE SECTION J, ATTACHMENT 5

Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost	

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources are authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

SEE SECTION J, ATTACHMENT 5

Schedule/Source	Nomenclature / Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost	

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm_pubs.asp. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.210-1	Market Research	APR 2011
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2014
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003

52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-49	Service Contract Labor Standards -- Place Of Performance Unknown	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-50 Alt I	Combating Trafficking in Persons (MAR 2015) Alternate I	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUL 2014
52.245-1 Alt I	Government Property (Apr 2012) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	JAN 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.216-7006	Ordering	MAY 2011
252.217-7028	Over And Above Work	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012

252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (Nov 2014)	NOV 2014
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7993 (Dev)	Prohibition on Contracting with the Enemy (Deviation)	FEB 2014
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.228-7001	Ground And Flight Risk	JUN 2010
252.228-7003	Capture and Detention	DEC 1991
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7004	DOD Progress Payment Rates	OCT 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.247-7028	Application for U.S. Government Shipping Documentation/Instructions	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$25 million;

(2) Any order for a combination of items in excess of the total contract value; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in

orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 364 days after the ordering period concludes.

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

CLAUSES INCORPORATED BY FULL TEXT

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
Project Manager	GS-14 plus fringe
A&P Mech Lead	GS-13 plus fringe
A&P Mech	GS-11/12 plus fringe

CLAUSES INCORPORATED BY FULL TEXT

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

CLAUSES INCORPORATED BY FULL TEXT

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

CLAUSES INCORPORATED BY FULL TEXT

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause --

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Attribution information" means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Cyber incident" means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

"Exfiltration" means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media. "Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within any information system.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data - Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall-

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum-

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how -

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information system security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>).)

Access Control	Audit & Accountability	Identification and Authentication	Media Protection	System & Comm Protection
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
AC-6	AU-7		Physical and Environmental Protection	SC-8(1)
AC-7	AU-8	Incident Response	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	Configuration Management	IR-5		SC-28
AC-19	CM-2	IR-6	Program	

			Management	
AC-20(1)	CM-6		PM-10	System & Information Integrity
AC-20(2)	CM-7	Maintenance		SI-2
AC-22	CM-8	MA-4(6)	Risk Assessment	SI-3
		MA-5	RA-5	SI-4
Awareness & Training	Contingency Planning	MA-6		
AT-2	CP-9			

Legend:

AC: Access Control MA: Maintenance
 AT: Awareness and Training MP: Media Protection
 AU: Auditing and Accountability PE: Physical & Environmental Protection
 CM: Configuration Management PM: Program Management
 CP: Contingency Planning RA: Risk Assessment
 IA: Identification and Authentication SC: System & Communications Protection
 IR: Incident Response SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

- (i) Data Universal Numbering System (DUNS).
- (ii) Contract numbers affected unless all contracts by the company are affected.
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
- (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) Reportable cyber incidents. Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or it subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding any cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall --

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise.

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

CLAUSES INCORPORATED BY FULL TEXT

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause--

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200(ECC200) specification found within International Standards Organization (ISO)/ International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government's unit acquisition cost” means--

(1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subtitle, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number Item Description

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number Item Description

(If items as identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identified for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identified component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uiregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) _____, Unique Item Identified Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

CLAUSES INCORPORATED BY FULL TEXT

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.") ACT

To be completed at time of Contract Award _____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

CLAUSES INCORPORATED BY FULL TEXT

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an

Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]: _____

Government Remittance Address [include point of contact and telephone number]: _____

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the [identify installation]. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be

addressed to [\[insert address\]](#). All losses are to have the permanent badges returned to [\[insert address\]](#) on the last day of the individual's task requirement.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS AND EXHIBITS

<u>Exhibit A</u>	<u>Contract Data Requirements List (CDRLs)</u>	<u>Date</u>
	A001- C001	
Attachment (1)	Performance Work Statement	22 July 2015
Attachment (2)	RESERVED	
Attachment (3)	Contracting Officer Representative (COR) Appointment Letter (included at time of award)	
Attachment (4)	Subcontracting Plan (included at time of award)	
Attachment (5)	Scheduled Government Furnished Property (DRAFT)	
Attachment (6)	Quality Assurance Surveillance Plan (QASP)	
Attachment (7)	Over and Above Work Request Form	
Attachment (8)	Collective Bargaining Agreements	
Attachment (9)	Area Wage Determinations	

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-6	Data Universal Numbering System Number	JUL 2013
52.204-17	Ownership or Control of Offeror	NOV 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7042	Authorization to Perform	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government;

☐ Other. State basis._____

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt):

☐ Corporate entity (tax-exempt):

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 488190.

(2) The small business size standard is \$32.5M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II & III) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☐ (i) 52.204-17, Ownership or Control of Offeror.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

[] (vi) 52.227-6, Royalty Information.

[] (A) Basic.

[] (B) Alternate I.

[] (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Website accessed through <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

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52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract, violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision, and

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS

Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision--

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database at <http://www.acquisition.gov> (see 52.204-7).

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [**check applicable block**] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent
_____	_____
_____	_____
_____	_____

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

(a) Definitions. As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualified as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern” --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in U.S.C 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2);

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means as small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:

_____]. Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision--

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

(3) Any successor, subunit, parent company or subsidiary of any entity described in paragraphs (1) or (2) of this definition.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATION (DEC 2012)

(a) Definitions. As used in this provision

“Person”-

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology--”-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) and (c)(3) of this provision does not apply if--

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2014) - ALTERNATE A (AUG 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 488190.

(2) The small business size standard is \$32.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II & III) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]
- ☐ (i) 52.204-17, Ownership or Control of Offeror.
- ☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Corps and Military Recruiting on Campus - Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment - Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7041, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities - Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.229-7012, Tax Exemptions (Italy) - Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain) - Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐ (ii) 252.225-70001, Buy American-Balance of Payments Program Certificate.

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

(iv) 252.225-7031, Secondary Arab Boycott of Israel.

(v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Website accessed through <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted in the SAM database.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION OF SUPPLIES BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

5252.222-9501 IDENTIFICATION OF FIRST-TIER SUBCONTRACTORS FOR PRE-AWARD CLEARANCE PURPOSES (NAVAIR) (FEB 1995)

(a) In order to comply with the pre-award clearance requirement of FAR 22.805(a), the bidder/offeror will identify any first-tier subcontractors proposed and estimated at \$10,000,000 or more, including name, address, telephone number, place or places of performance, and the estimated amount of the subcontract (if known) in the space provided below:

(b) For the purpose of this clause, "subcontract" means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and employee), (1) for furnishing of supplies or services or for use of real or personal property, including lease arrangements, that in whole or in part is necessary to the performance of any one or more Government contracts or (2) under which any portion of the contractor's obligation under any one or more Government contracts is performed, undertaken, or assumed. "Subcontractor" means any person who holds, or has held a subcontract subject to EO 11246. The term "first-tier subcontractor" means a subcontractor holding a subcontract with a prime contractor.

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-16	Annual Representations and Certifications	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	NOV 2014
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.237-1	Site Visit	APR 1984
252.215-7008	Only One Offer	OCT 2013

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (APR 2008)

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Indefinite Delivery Requirements contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from AIR 2.3.5.3, 21936 Bundy Road, Bldg 442, 1st floor, Patuxent River, MD 20670

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/> or <http://www.farsite.hill.af.mil/>.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **Defense Federal Acquisition Regulation** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

5252.215-9503 ANTICIPATED AWARD DATE (NAVAIR) (FEB 1995)

The anticipated award date for this requirement is December 2016. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

LA-1

PART A GENERAL INSTRUCTIONS**1.0 GENERAL**

Offerors are required to submit sufficient information concerning all evaluation factors to enable Government personnel to fully assess the capabilities of the Offeror to perform all requirements. The proposal must be sufficient in detail and scope to enable evaluation and provide the evaluators a clear understanding of the Offeror's approach, expertise, experience and capability as required by the solicitation. All proposals must clearly and convincingly demonstrate that the Offeror has a thorough understanding of all requirements and associated risks; is able, willing, and competent to devote the resources necessary to meet all requirements; and has valid and practical solutions for all requirements and potential risk areas. The Offeror shall not alter or rearrange the solicitation. The burden of proof for all substantiation within the proposal rests with the Offeror. Offerors are advised that the Government may incorporate any part of the Offeror's proposal deemed beneficial to the Government, into the final contract. With the exception of Annex B (Small Business Subcontracting Plan), Volume 4 Price, and Volume 5 Contract Administration, no price should appear in any other volume. Alternate proposals are not acceptable.

In presenting material in the proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization should be emphasized during proposal preparation. It is the responsibility of the Offeror to present enough information to allow the Government to evaluate the various work efforts, support, and management approaches, as well as price. Unsubstantiated statements that the prospective Offeror understands, can or will comply with the specifications, or paraphrasing the requirements or parts thereof are considered inadequate and may render a rating of unacceptable.

The Offeror shall include any data necessary to illustrate the adequacy of the various assumptions, approaches, and solutions to problems. There is no need to repeat information in more than one volume. The detailed information must be included in the most logical place and summarized and referenced in other areas if an overlap exists. Do not provide elaborate brochures or other presentation material beyond that sufficient to present a complete and effective proposal.

Throughout these instructions, "Offeror" is defined as the prime contractor with its CAGE code identified in Block 15A on Standard Form (SF)-33, Solicitation, Offer, and Award. "Principal Subcontractors" are defined as a subcontractor who provides at least 25% of the proposed total cost/price for the contract, excluding pass through charges. A "Joint Venture" (JV) is a partnership or teaming arrangement that is formed for the purpose of responding to this solicitation when the prime contractor consists of more than one legal entity. "JV Team

Members” are the entities that make up a Joint Venture. The term “entity” is used to mean any or all of the following: Prime, principal subcontractor, JV, and/or each JV team member or other subcontractor.

2.0 PROPOSAL FORMAT AND SUBMISSION

Proposals must be formatted using a Times New Roman 12 point normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for/printed on standard 8.5 x 11 inch paper. All pages should be numbered with volume, paragraph, and page numbers. When fold-out pages are used, they must not exceed 11 x 17 inches and will be counted as 1 page. Drawings may be provided separately and may be any size but should be folded to approximately 8.5 x 11 inch standard size and will count as 1 page. If the Offeror uses graphs to convey information the graphs must show enough detail to easily discern the information described. Graphs and tables shall be presented in no smaller than a 10pt font. Graphs should contain a grid, which allows values to be read directly from the graph to the same detail that a 10 x 10 to the ½ inch grid provides. Graphic resolution should be consistent with the purpose of the data presented. Text utilized in charts, figures, and graphics shall also be no smaller than a 10pt font and may use a font type selected by the Offeror. Each volume, book, or annex shall be provided separately in a 3-ring binder. The binders should be of an appropriate thickness for the number of pages it contains (e.g., a 30-page book shall not be placed in a 2-inch binder).

2.1 Electronic Submission of Proposal

This section is intended to provide information to the Offeror on the electronic format and application software to be used for submitting proposals. Use of the software and procedures described in this section will reduce the amount of time and effort needed to receive and install proposals onto the electronic evaluation system, and will ensure that the proposals received are suitable for reading electronically.

2.1.1 Electronic Proposal Media

The Offeror should submit all volumes of its proposal electronically on CD-ROM(s) compatible with the operating system and applications defined in Section 2.1.2 below. The Offeror should put as much proposal material as possible on each CD-ROM, keeping the portions of the proposal that contain pricing information on separate CD-ROM(s) from the portions of the proposal that do not contain pricing information. For this solicitation, Annex B (Small Business Subcontracting Plan); Volume 4 Price; and Volume 5 Contract Administration contain price information and should be delivered on separate CD-ROM(s) from the remainder of the proposal. The Offeror should submit two sets of CD-ROMs that contain its proposal. One set of CD-ROMs should be marked "Master," the other should be marked "Back-Up." Both sets of CD-ROMs should be clearly marked with the Offeror's name and address, the point of contact's name and phone number, and proposal volumes contained therein. The Offeror is responsible for ensuring electronic proposals are virus free in accordance with Section 2.1.4. If a discrepancy exists between the original paper copy of the proposal and the CD-ROM copy, the original electronic copy shall take precedence.

2.1.2 Operating System and Applications

The proposals will be accessed utilizing the Microsoft Windows 7 Operating System. The Offeror shall submit two separate electronic versions containing identical proposal information: one version in Portable Document Format (.pdf) and one version in Microsoft Office 2010 Applications (Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and Microsoft Project). The .pdf document must be fully searchable. The Offeror is responsible for ensuring that the .pdf and the appropriate Microsoft Office 2010 applications versions contain identical information. The Government shall have the discretion to use the information in either version, and shall not be responsible for any differences in content between the two proposal formats submitted by the Offeror. Use of other application software for submission of proposals is prohibited except where specific instructions for non-PDF or Office 2010 applications are provided.

2.1.3 Hyperlinks

Offerors may use hyperlinks within and among proposal volumes that do not include price information. However, there shall be no links from any other volume into Annex B (Small Business Subcontracting Plan), Volume 4 Price, and Volume 5 Contract Administration or any portion of the proposal that contains price information.

2.1.4 Virus Free Electronic Submission

Offerors are responsible for ensuring that its electronic proposal is virus free. The Offeror shall certify, in its proposal cover letter, that all electronic proposal information has been checked for viruses, and specify the software, version, and virus definition used to check the data. With each subsequent submission of proposal information (e.g., responses to Evaluation Notices, Final Proposal Revisions, etc.), the Offeror shall ensure and certify that its files are virus free.

2.1.5 Multimedia

The Offeror should not embed sound or video (e.g., MPEG) files within the proposal submission.

2.1.6 Graphics

Large files require greater computer system resources and are discouraged. The Offeror is encouraged to:

- a. Simplify the color palette used in creating figures;
- b. Minimize size of graphics files; and
- c. Avoid scanned images.

2.1.7 File Naming Conventions

There is no limit to the number of electronic files that may be submitted. However, it is preferable that each volume, book, or annex not be broken up into multiple electronic files. Valid extensions for files using their associated applications follow:

Type of Application/Files	Valid Extensions
Portable Document Files	.pdf
Microsoft Word documents	.docx
Microsoft Excel documents	.xlsx
Microsoft Power Point	.pptx
Microsoft Project	.mpp

Files should have the following naming convention ("#" represents the sequential numbering of files and the suffix is for illustration, and may be .pdf, .docx, .xlsx, .pptx, or .mpp). For electronic file submissions (e.g., proposal volumes, annexes, appendices, enclosures) the Offeror should follow the basic structure of the file naming convention suggested in Table G-1 "Offeror Electronic File Naming Convention". Offeror's shall keep the electronic file name as short as possible (under 40 characters) so that it is accessible on Government share drives. The Offeror shall ensure that the electronically submitted file names are directly traceable to hard copy submittals. In general, the Offeror should provide each binder (e.g., volume, book, or annex) as one separate file (i.e., do not provide each section/paragraph as separate files).

Table G-1 Offeror Electronic File Naming Convention

Volume Number	Title	File naming convention
1	Executive Summary	Vol 1 ES#.pdf and Vol 1 ES#.docx
	Table ES-1 Offeror Summary Table ES-2 Relevant Contract Summary	Vol 1 ES Tables.xlsx and Vol 1 ES Tables.pdf
2	Technical	Vol 2 Tech#.pdf and Vol 2 Tech#.docx
	Cross Reference Matrix	Vol 2 CRM.xlsx and Vol 2 CRM.pdf
	Site Manning Estimate	Vol 2 Site Manning.xlsx and Vol 2 Site Manning.pdf

	POA&M	POAM.xlsx or POAM.mpp, and POAM.pdf
3	Past Performance	Vol 3 PP#.pdf and Vol 3 PP#.docx
	Past Performance Questionnaires	Vol 3 PPQ#.docx and Vol 3 PPQ#.pdf
	Release of Adverse Past Performance Authorization Letters; and/or Past Performance Point of Contact Information for Subcontractors and Joint Venture Team Members	Rel Ad PP Ltr#.pdf and Rel Ad PP Ltr #.docx; and/or PP POC Info#.pdf and PP POC Info#.docx
4	Price	Vol 4 Price#.pdf and Vol 4 Price#.docx
	Price Matrix	Vol 4 PMatrix.xlsx and Vol 4 PMatrix.pdf
	Aircraft Modifications/Spares and Travel and Material	Vol 4 AMSTM.xlsx and Vol 4 AMSTM.pdf
5	Contract Administration	Vol 5 CA#.pdf and Vol 5 CA#.docx
	Annexes	
Annex A	Relevant Portions of Final Versions of Previous SOW/PWSs for Past Performance* *Please note: Provide in electronic format only. The Offeror should provide both a .pdf and .docx version if they are available. If not, a .pdf version only is acceptable.	AnnA RelSOW PWSs#.pdf and AnnA Rel SOW PWSs #.docx
Annex B	Small Business Subcontracting Plan	AnnB SBSP.pdf and AnnB SBSP.docx
Annex C	Attachment L-3, Experience	AnnC Exp.pdf and AnnC Exp.xlsx
Annex D	Attachment L-5, Past Performance Contract Data	AnnD PP-1 PP Con Data.pdf and Vol 3 PP-1 PP Con Data.xlsx

3.0 PROPOSAL CONTENT AND VOLUMES

The Offeror must present its proposal information in a manner that facilitates a one for one comparison between the information presented and Section L proposal instructions. Proposal information must be structured such that its paragraph numbers/letters correspond to the proposal instructions paragraph numbers/letters, although the Offeror may add lower tier sub paragraphs.

In addition to the electronic copies requested in paragraph, 2.1, “Electronic Submission of Proposals,” each volume, book, and annex of the proposal shall be submitted as an original and additional paper copies as specified in Table G-2 Proposal Structure. The Offeror shall submit all paper and electronic copies of the proposal to the address provided in section 4.0. Suggested page counts for each volume, if any, are also specified in Table G-2 Proposal Structure (title and table of contents pages are not included in the suggested page count). Annexes do not have suggested page counts.

Information submitted as an Annex to a particular proposal volume could include manuals, specifications, plans, procedures, and company policies, as well as other information requested in “Part B Specific Instructions” and do not count towards the suggested page count. Additionally, the individual subcontracting reports for the past performance volume are not included in the suggested page count.

Table G-2 Proposal Structure

Volume Number	Volume Title	Suggested Pages	Copies Required
1	Executive Summary	10	1 Original/3 Copies
2	Technical	60	1 Original/1 Copy
3	Past Performance	45	1 Original/1 Copy
4	Price	As Needed	1 Original/1 Copy
5	Contract Administration	As Needed	1 Original/1 Copy
Annex A	Relevant Portions of Final Versions of Previous SOW/PWSs for Past Performance	As Needed	1 Original/1 Copy
Annex B	Small Business Subcontracting Plan	As Needed	1 Original/1 Copy
Annex C	Attachment L-3, Experience	As Needed	1 Original/1 Copy
Annex D	Attachment L-5, Past Performance Contract Data	As Needed	1 Original/1 Copy

Each binder must contain the following information using tabs and dividers:

- a. Cover and title page;
- b. Title of proposal and proposal number as applicable;
- c. Offeror's name, address and POC;
- d. Solicitation number;
- e. Proposal volume/book/annex number;
- f. Copy number; and
- g. Table of Contents (The table of contents must provide sufficient detail to easily locate important elements). At a minimum it must include the paragraphs identified in the CRM.

The following Table G-3 lists the attachments provided to the Offeror with Section L, to assist with proposal development.

Table G-3 Section L List of Attachments

Attachment Number	Electronic File Title	Attachment Name
L-1	Att L-1_ES_Tables.xlsx	Table ES-1 Offeror Summary and Table ES-2 Relevant Contract Summary
L-2	Att L-2_Site Manning Estimate.xlsx	Site Manning Estimate
L-3	Att L-3 Experience.xlsx	Experience
L-4	Att L-4_PPQ.docx	Past Performance Questionnaire
L-5	Att L-5_PP-1_PP_Cont_Data.xlsx	Table PP-1 Past Performance Contract Data
L-6	Att L-6 Price Matrix.xlsx	Price Matrix
L-7	Att L-7 AC Mods_Spares and Travel & Matl	Aircraft Modifications/Spares and Travel and Material

4.0 PROPOSAL PACKAGING AND SUBMISSION:

4.1 Unclassified Data

Clearly mark all packages with the solicitation number. The submission date for all volumes of the proposal shall be no later than the date and time specified in Block 9 of Standard Form 33 of the solicitation. However, it is requested that one hard copy and one electronic copy on a CD-ROM of Volume 3 Past Performance, Table PP-1 (Past Performance Contract Data); as well as Volume 1 Executive Summary, Table ES-1 (Offeror Summary) and Table ES-2 (Relevant Contract Summary) be submitted three weeks prior to the submission date and time specified on Standard Form 33 (Block 9).

In the official proposal submission, please indicate any changes made to the information delivered three weeks early in the submission provided on the date and time specified in Block 9 of Standard Form 33 of the solicitation. If no changes are made, please state so at the beginning of Volume 1 Executive Summary and Volume 4 Past Performance.

Method of delivery, such as by hand, United States Postal Service or commercial carrier, shall be coordinated with Phillip Smith, PCO, at (301) 757-5928 or phillip.smith@navy.mil. Proposals shall be submitted using the address provided below. Initial and Final Proposals shall not be submitted by facsimile or electronically via email.

Naval Air Systems Command
Code: AIR- 2.3.5.3
(Attn: Phillip Smith)
21936 Bundy Road
BLDG 442
Patuxent River, MD 20670-1547
Solicitation Number: N00019-15-R-5500

4.2 Proposal Packaging:

A. Unclassified Packaging

The Offerors shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible, grouping like volumes to the maximum extent possible. Each box should identify its contents by including a packing slip detailing each volume/book number and title, and copy number. Each carton should be double wrapped. The outside of the carton should be plain and the inside carton shall be stamped or marked — “For Official Use Only”; and “Source Selection Information – See FAR-2.101 and 3.104”, marked for the intended recipient as identified below, and should only contain those proposals intended for that person. The master set of proposals and set No. 1 copy will be marked for Phillip Smith, NAVAIR PCO, AIR-2.3.5.3. The Master Set shall include all original proposal volumes, all proposal volumes on CD-ROM, a completed and original signed Standard Form 33; acknowledgement of all solicitation amendments, if applicable; and Representations, Certifications and Other Statements of Offerors or Respondents (Section K of this RFP) and other applicable fill-ins in Volume 5. Note: Any documents which contain price data shall be on a separate CD-ROM(s) from the other CD-ROMs.

5.0 CHANGES TO SOLICITATION

All amendments to this solicitation will be posted at <https://www.fbo.gov/>

Search the database for the solicitation number N00019-15-R-5500

6.0 TECHNICAL LIBRARY

A Technical Library of information directly related to the requirements of N00019-15-R-5500 solicitation will be available, on CD-ROM, to all Offerors intending to propose as a prime.

To obtain a copy of the CD-ROM, please coordinate with Phillip Smith, PCO, at (301) 757-5928 or phillip.smith@navy.mil. Requestors shall be required to provide a point of contact and the mailing address.

PART B SPECIFIC INSTRUCTIONS**1.0 VOLUME 1 – EXECUTIVE SUMMARY**

Note: This volume shall not contain any reference to price aspects of the offer.

The following is a list of Section L Attachments that the Offeror shall utilize to provide information for this volume:

Attachment L-1 Executive Summary Tables

The purpose of the Executive Summary is to provide the Government with an overview of the Offeror's entire proposal, excluding price. Each section within the Executive Summary shall contain the salient points contained in each of the proposal volumes. In addition, this volume should be used by the Offeror to identify and highlight significant features of its proposal. The Executive Summary volume should be divided into the areas outlined below:

a. Offeror Summary Table

- (1) The Offeror shall complete Table ES-1 (Offeror Summary), provided in Attachment L-1 (Executive Summary Tables), according to the instructions within the attachment, and submit it within this section and as a separate electronic file. This table summarizes the Offeror and its subcontractors and JV Team Members' roles and responsibilities as well as their work commitment.
- (2) The Offeror shall provide a written explanation if multiple CAGE codes/DUNS for the same administrative place of performance are provided in Table ES-1 (Offeror Summary). The written explanation shall detail the distinct roles and responsibilities for entities with different CAGE codes/DUNS at the same administrative place of performance. The description shall include all changes in the organization as a result of a corporate acquisition, reorganization, merger, or other administrative reason.

ES-1 Offeror Summary Table

Offeror:			
Contractor Name	CAGE Codes/DUNS	Roles and Responsibilities with Work Description	% of Total Proposed Cost/Price
Total Proposed Price (must add up to 100%)			100%

b. Relevant Contract Summary Table

The Offeror shall complete the Table ES-2 (Relevant Contract Summary) provided in Attachment L-1 (Executive Summary Tables), for all contracts proposed as relevant for Past Performance for the Prime, principal subcontractors, and JV team members. The Offeror shall complete the table according to the instructions within the attachment and submit it within this section and as a separate electronic file. The contract references designated in Table ES-2 (Relevant Contract Summary) shall be used in completing and Volume 3 Table PP-1 (Past Performance Contract Data) (i.e., the contract identified as P1 in the Relevant Contract Summary Table should be the same P1 contract identified in Past Performance);

ES-2 Relevant Contract Summary Table

Offeror:				
Contractor Name	Contract Reference	Contract Number	Contract Type	Contract Title
Prime or Joint Venture Company	P1			
	P2			
	P3			
JV team member A (where applicable)	T1			
	T2			
	T3			
	T4			
JV team member N (where applicable)	T5			
Subcontractor A	S1			
	S2			
	S3			
Subcontractor B	S4			
	S5			
Subcontractor N	S6			

c. Technical

The Offeror shall provide a summary of the effort and identify how its approach addresses the requirements of this solicitation as well as the salient features of the Offeror's management approach;

d. Past Performance

The Offeror shall provide a summary of the Prime's, principal subcontractors', and JV team members' past performance and systemic improvements which pertains to the tasks required by this solicitation;

e. Contract Administration

The Offeror shall provide a summary of any exceptions or deviations addressed in Volume 5 Contract Administration.

2.0 VOLUME 2 - TECHNICAL

Note: This volume shall not contain any reference to price aspects of the offer.

The following is a list of Section L Attachments that the Offeror shall utilize to provide information for this volume:

Attachment	L-2	Site Manning Estimate
	L-3	Experience

Throughout the Technical Volume, the Offeror should identify any proposed capability, approach or feature that exceeds a requirement or provides merit associated with a performance or operational benefit to the Government. The Offeror should also identify proposed capability, approach or feature that reduces risk inherent in the program. Specifically, the Offeror shall explain the benefits to the Government in technical terms and the degree of impact it will have to performance, operations and/or risk. Offerors are advised that any offer to exceed a requirement, or to provide a feature with performance and/or operational benefits, may be included in the resulting applicable Task Order within the proposed price.

A Cross Reference Matrix (CRM), Table T-1, is included to help the Offeror develop its proposal and to ensure traceability of Section L paragraphs to the requirements. The Offeror's CRM should be identical to the one provided, but include an additional column for Offeror proposal references. For example, the Offeror's CRM may cross-reference its proposal volumes, paragraph numbers, and pages to specific solicitation requirements identified within the table, as well as other parts of the proposal that contain relevant information.

Table T-1 Cross Reference Matrix

Section L – Proposal Instructions Volume or Paragraph Numbers	Section L - Proposal Instructions Volume or Paragraph Title	RFP Section M	PWS	CLIN	Offeror Proposal Section (e.g., Vol, page, etc.)
Volume 2	Technical				
2.1	Management Support Approach	II A	3.2, 3.11.2, 3.13.1, 4.1, 5.1.6, Appendix C	0001, 0X13- 0X21	
2.2	Site Manning	II A	1.3 Table 1, 3.2, 5.1.13, Appendix A	0X13- 0X21	
2.3	Management Information System	II A	3.12	0X13- 0X21	
2.4	Transition Phase- In	II A	4.0	0001	
2.5	Mission Capable/Readiness Approach	II A	5.1, Appendix D	0X13- 0X21	
2.6	Experience	II A	In support of all paragraphs	N/A	

2.7	Small Business Management	II A	N/A	N/A	
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No price information (e.g., Dollar Values and/or Hourly Rates) shall be included in any volume other than Annex B (Small Business Subcontracting Plan), Volume 4 Price, and Volume 5 Contract Administration.

2.1 Management Support Approach:

- a. The Offeror shall provide an Organizational Chart that clearly reflects the incorporation of the C-12 Utility Lift (UL) program within the structure of the corporate organization. The Offeror shall describe its plan to meet the requirements for the four critical job positions in Appendix C of the PWS. The Offeror is advised to not submit resumes as the Government will not evaluate resumes.
- b. The Offeror shall describe its approach to maintaining workforce proficiency and expertise; including how the Offeror will ensure its personnel are kept current with aircraft system modifications or upgrades. Describe how and when training requirements and certifications will be met and kept current.

2.2 Site Manning:

The Offeror shall complete Attachment L-2 to provide its proposed Site Manning Estimate in MS Excel format, specifying the number of A&P mechanics (to include the Site Lead Mechanic) to be assigned to each operating site identified. The Offeror shall submit Attachment L-2 within this section and as a separate electronic file. Explain the methodology used to determine proposed manning/staffing including how any shared resources will be allocated. Identify and provide substantiating data (i.e., historical data) for any standards used, and describe any adjustments to the standards used or any process efficiencies that were applied. General statements such as “estimates were derived from engineering judgment” or “estimates were derived from comparison with similar services” are not acceptable substantiation unless the details of the analysis are provided.

2.3 Management Information System:

Describe the Offeror’s Management Information System (MIS). Explain the actions that will take place to ensure the MIS is fully capable of supporting maintenance operations on the first day after the transition period ends. Describe how data will be collected and used to track and forecast maintenance and inventory requirements. Describe how completed maintenance actions will be reported and tracked. Describe how the Government will gain access to maintenance information. Describe how the Offeror’s MIS will interface worldwide parts distribution, material management and stock control, repair requirements and supply chain management. In describing the system, identify its ability to generate timely, reliable and accurate management information. Demonstrate the system’s capability by providing sample reports to be generated from the system. Describe the process and frequency of data updates; the process for ensuring data accuracy; how the system software is updated or upgraded; and the method of data recovery and redundancy.

2.4 Transition Phase-In:

- a. Provide a detailed Plan of Action and Milestones (POA&M), pictorially with supporting information as necessary, for beginning performance in accordance with the requirements of PWS Section 4, including the critical tasks and timelines needed to ensure a smooth and phased transition into full performance. The Offeror’s POA&M shall include a detailed time-phased plan that indicates project management and site manning during transition with the eventual "ramp-up" to achieve full site manning levels and performance. The POA&M shall include the development of work instructions, procedures, and planning documents.
- b. Describe the Offeror’s approach to seamlessly continue mission support requirements. Identify the major challenges with regard to start-up and provide an approach to mitigate risks, including method for incorporation of lessons learned from previous site transition(s).

2.5 Mission Capable/Readiness Approach:

Describe the Offeror's strategy for maintaining the minimum 80% Mission Capable rate for each aircraft for every month. In describing its strategy, the Offeror shall include its approach for managing limited stock inventory of parts and material, including shipment and storage. The Offeror shall also describe its approach for meeting the 80% requirement for site operations that include multiple detachments and flying hour variances up to 25% of the site's total established monthly flying hour estimates.

2.6 Experience:

The Offeror shall demonstrate the degree to which its previous experience is similar to this solicitation, particularly with respect to performing aircraft maintenance and flight operations on commercial derivative aircraft similar to C-12 type aircraft in an OCONUS/CONUS environment at multiple sites.

The Offeror shall only reference the contracts submitted for the Past Performance evaluation to demonstrate its experience. Complete Section L Attachment L-3, Experience for each reference contract specified in Table ES-2 and submit as Annex C. In this Section, the Offeror shall describe its experience, specifically citing the contract reference(s) which demonstrates its experience in: management of multi-site; Contractor Logistics Support including acting as the prime contractor; and providing Program Management and Subcontractor Management for similar type of work, scope of effort and complexity with respect to the solicitation. Additionally, the Offeror shall describe any long-term support agreements with proposed principal subcontractors.

No information on individual employee experience of the prime contractor, principal subcontractors, and other principal entities should be submitted as part of this proposal (i.e., resumes); this information will not be considered in this experience evaluation. If proposing as a JV team, Offerors should include the experience of the JV as a whole, as well as the experience for each JV team member.

2.7 Small Business Management:

a. Small Business (SB) Utilization Strategy. All Offerors (Large and Small Businesses) shall address their strategies for utilizing SB Concerns in the performance of this contract, whether as a joint venture, teaming arrangement or subcontractor. SB Offerors may meet this requirement using work they perform themselves. For purposes of this solicitation, the term SB Concern shall also include the subcategories of Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone), Small Disadvantaged Business (SDB), and Women-Owned Small Business (WOSB). Each subcategory of SB shall be addressed. This strategy is separate from, but shall be consistent with, the SB Subcontracting Plan, if such a Plan is required. In describing its SB Utilization Strategy for this solicitation, the Offeror shall, as applicable:

- (1) Describe its approach to identifying SB Concerns;
- (2) Describe the extent of participation of SB Concerns on this contract, including a detailed description of the supplies and services for each SB Concern subcategory, and the complexity and variety of the work SB Concerns are to perform. For each SB Concern specifically identified in the proposal, provide the SB Concern's CAGE Code, or, if the SB Concern is not registered in the System for Award Management (SAM), at a minimum provide evidence of self-certification in accordance with FAR 19.703(b) as an SB Concern. Where possible, provide documentation regarding enforceable commitments to utilize each SB Concern.
- (3) Identify processes to correct inability to meet proposed goals with corresponding improvements that will be used on this contract;
- (4) Describe its specific efforts and new, contract-specific initiatives to ensure the resulting contract meets or exceeds proposed goals. These efforts shall include, but are not limited to: sponsoring program specific outreach events and industry conferences, establishing Mentor-Protégé relationships and market research using websites such as the NAVAIR Office of Small Business Programs website (<http://www.navy.mil/osbp>) to locate small business concerns; and

- (5) Demonstrate (Large Businesses only) that its SB Utilization Strategy is consistent with its SB Subcontracting Plan. If the Offeror is a participant in the DoD Comprehensive Subcontracting Test Program specified in DFARS 219.7, or if the Offeror submits a Commercial Subcontracting Plan for this proposal, then the Offeror shall describe how SB participation on this contract will contribute to its overall Comprehensive or Commercial Subcontracting Plan goals. (Ref PWS 3.14)
- b. Small Business (SB) Subcontracting Plan. Large Business Offerors shall provide their Small Business Subcontracting Plan conforming to the requirements of FAR 19.7 and DFARS 219.7 as part of Annex B. The SB Subcontracting Plan of the successful Offeror(s) shall be reviewed and approved by the PCO prior to contract award. See FAR 19.702(a)(1) requirements, regarding failure of the apparent successful Offeror to negotiate and submit a SB Subcontracting Plan or submit a Comprehensive or Commercial SB Subcontracting Plan acceptable to the Contracting Officer. The successful Offeror's approved Subcontracting Plan will be incorporated into the resultant contract. (Ref PWS 3.14)

3.0 VOLUME 3 - PAST PERFORMANCE

Note: This volume shall not contain any reference to the price aspects of the offer

The following is a list of Section L Attachments that the Offeror shall utilize to provide information for this volume:

Attachment L-4	Past Performance Questionnaire (PPQ)
Attachment L-5	Past Performance Contract Data (PP-1)

For this volume, the Offeror shall identify all contracts, or those portions of a contract, whose performance is within five years of the proposal due date and contains efforts similar to those efforts (e.g., end product or service, type effort, contract tasks, contract type, contract dollar value, etc.), required by this solicitation for the Prime, principal subcontractors, and JV team members, identified in Table ES-1 (Offeror Summary). Offerors shall also identify contracts within the past five years that had any show-cause notices, cure notices, or termination for default.

Contract Performance Assessment Reporting System (CPARS) and Questionnaires will be the primary customer feedback data used to evaluate the Offeror's past performance. The Past Performance Information Reporting System (PPIRS) will be the primary paperless method used to retrieve the CPARS for this source selection. For all contracts identified that do not have a CPARS, the Offeror shall forward a copy of Attachment L-4 Past Performance Questionnaire to that contract's Procuring Contracting Office (PCO), Administrative Contracting Officer (ACO), and Program Manager (PM); or commercial contractor equivalents. Please forward all questionnaires within two weeks from this solicitation's release date to allow adequate time for the recipient to respond. Note that the Offeror should not reference this solicitation's number when distributing the past performance questionnaires to customers. The Offeror shall include instructions for the customers to send completed questionnaires within two weeks of its receipt via e-mail to Mr. Phillip Smith, PCO, at phillip.smith@navy.mil. The Offeror shall ensure that all points of contact are current and include an email address and phone number. The Offeror shall not conduct follow-up actions with regard to this questionnaire, other than to confirm receipt by the recipient. The Government may contact customers identified by the Offeror to obtain follow-up Past Performance Information as needed.

Offerors are reminded that the Government reserves the right to use information to evaluate past performance obtained from sources other than those identified by the Offeror. The Government may send additional questionnaires and/or obtain information from sources identified by the Government evaluation team.

3.1 Authorization Letter(s)

Within this section, the Offeror should submit a signed "Release of Adverse Past Performance Authorization Letter(s)" with written consent from each participating principal subcontractor, and JV team member, authorizing

the release of adverse past performance information to the prime. This authorization letter allows the Government to coordinate past performance issue(s) with the Prime Offeror. For any subcontractors or JV team members that do not provide an authorization letter with such written consent, the Offeror shall state that adverse past performance issues shall be coordinated directly with the subcontractor and past performance contact information shall be provided. The point of contact information shall include a name, address, phone number, and email address for each subcontractor, or JV team member, with whom the Government may coordinate any issues and obtain responses as needed. Offerors are advised that if Offerors do not submit the Release of Adverse Past Performance Authorization Letters with written consent, then the Government will address any past performance issues directly with the subcontractor or JV team member, and the Offeror will forfeit the opportunity to participate in any related discussions.

3.2 Relevant Contract Data

For each contract identified for past performance in Table ES-2 (Relevant Contract Summary) provided in Attachment L-1 (Executive Summary Tables), the Offeror shall complete Attachment L-5 Table PP-1 (Past Performance Contract Data), following the instructions provided within the attachment and submit it as Annex D. Please note that this form is a summary of the Prime's, principal subcontractors' and JV team members' relevant contract data. All detailed information and comparative analysis of the past performance references to this solicitation's requirements shall be provided in Volume 3, Section 3.3 (Evaluation), of the Offeror's proposal. The contract references designated in Table ES-2 (Relevant Contract Summary) shall be used in completing this Volume and all contract references shall be numbered the same throughout all of the Offeror's proposal volumes (i.e., the contracts identified as P1, S1, T1, etc.)

In general, recent performance will be considered more relevant than older performance. Commercial contracts may be included. If the Offeror is proposing as a JV, the Offeror should provide the relevant contracts for the JV as a whole, and for each team member of the JV.

Table PP-1 Past Performance Contract Data

1	Contractor Name	
2	Contract Reference	
3	Title of Contract	
4	Contract Number	
4a	Contract Type	
4b	Relevant Delivery/Task Order Numbers (if applicable)	
5	Subcontract Number/PO Number	
6	Procuring agency	
7	Description of product or service	
8	Period of Performance Start Date	
	Period of Performance End Date	
9	CAGE Code	
10	DUNS	
11	Dollar value of contract	
12	Acquisition Phase(s) of Contract	
13	Brief Work Description and/or Program Responsibility for this contract.	
	a. Scope	For each area below, explain how the referenced contract demonstrates relevance and list PWS/SOW references that document the relevant scope of the referenced contract submitted.
	Performed both Aircraft Flight Operations AND Aircraft Maintenance OCONUS AND CONUS	

	Performed Aircraft Organizational (site-level) maintenance	
	Managed or Performed Aircraft Depot Level Maintenance	
	Performed and Managed commercial derivative aircraft modifications	
	Offeror served as the Prime Contractor or JV Team Member	
	b. Magnitude	For each area below, explain how the referenced contract demonstrates relevance and list PWS/SOW references that document the relevant magnitude of the referenced contract submitted.
	Provide aircraft availability of ≥ 20 aircraft per day (at a single site)	
	Performed work at multiple sites, where multiple sites is ≥ 12 sites	
	c. Complexity	For each area below, explain how the referenced contract demonstrates relevance and list PWS/SOW references that document the relevant complexity of the referenced contract submitted.
	Provided Supply Chain Management for commercial derivative aircraft on a daily basis	
	Work was performed on Operational Support Aircraft able to accommodate a mix configuration of passenger and cargo	

14	Date of last completed CPARs	
15	Date past performance questionnaires were sent.	
16	Points of Contact who can validate performance on the contract referenced in Row 4 or specific delivery order or task order number referenced in Row 4b.	
17	Gov't PCO or Commercial Purchasing Agent	Name: Phone: Email:
18	Gov't ACO	Name: Phone: Email:
19	Gov't PM or Commercial PM	Name: Phone: Email:
20	Other:	Name: Title: Phone: Email:

3.3 Evaluation

The burden of providing thorough and complete past performance and systemic improvement information remains with the Offeror.

For each reference contract or order identified in Attachment L-5 Table PP-1 (Past Performance Contract Data), the Offeror shall provide contract data regarding relevancy, past performance information and demonstrated systemic improvement, as described below, organized by contract. As this information is presented in the proposal, demonstrate the relevancy of the Prime's, principal subcontractors', and JV team members' past performance with respect to this solicitation's requirements. For any contracts referenced where the Prime, principal subcontractors, and/or JV team members are aware of problems, the Offeror shall describe the issues in section 3.3.b (Past Performance Information). For each past performance problem identified, describe the status of the systemic improvement efforts in section 3.3.c (Demonstrated Systemic Improvement).

The reference contract(s) provided should be relative to the Prime's, principal subcontractor's, JV or JV team member's proposed role/responsibility identified in Table ES-1 (Offeror Summary) versus relative to the whole solicitation. For example, a subcontractor who is being proposed to perform only software has a past contract whose total work is software. Even though the software effort is only 10% of the hypothetical solicitation's effort, the previous contract relates to 100% of the subcontractor proposed effort for the hypothetical solicitation and therefore the reference contract would be considered Relevant.

- a. **Relevancy:** Offerors are required to explain what aspects of the reference contracts are deemed relevant to this solicitation's requirements. To demonstrate relevancy, Offerors should provide a comparative analysis to this solicitation's requirements. In Annex A, Offerors should provide one electronic copy of the Statement of Work/Performance Work Statements (SOW/PWS) from each of the referenced contracts identified in Table ES-2. Within the comparative analysis, Offerors should identify the relevant portions (sections, paragraphs and page numbers) of the referenced contract's SOW/PWS to clearly identify how past efforts performed are similar to this solicitation's requirements. Annex A should only be provided in electronic format and should not be provided in hard copy. In addition, the referenced sections only need to be identified, and the full text does not need to be broken out separately from the complete SOW/PWS.

(1) The Offeror is advised that the Government will assess each reference contract and will assign one of the following two relevancy ratings:

- i. **Relevant (R)** – Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

In order to be considered relevant, the reference contract must demonstrate performance related to at least two of the elements listed below and relate to the entity's proposed roles and responsibilities in Table ES-1:

- Performed both Aircraft Flight Operations AND Aircraft Maintenance OCONUS AND CONUS
- Provide aircraft availability of ≥ 20 aircraft per day (at a single site)
- Performed Aircraft Organizational (site-level) maintenance
- Managed or Performed Aircraft Depot Level Maintenance
- Provided Supply Chain Management for commercial derivative aircraft on a daily basis
- Performed and Managed commercial derivative aircraft modifications
- Offeror served as the Prime Contractor or JV Team Member
- Performed work at multiple sites, where multiple sites is ≥ 12 sites
- Performed work on Operational Support Aircraft able to accommodate a mix configuration of passenger and cargo

- ii. **Not Relevant (NR)** - Offerors are advised that contracts assessed as not relevant by the Government will not be considered in the Past Performance assessment. Contracts or the portion of those contracts submitted by the Offeror that meet any of the conditions below will be assessed as Not Relevant:

- Contracts from an entity that does not have a defined role and responsibility identified in Table ES-1 (Offeror Summary);
- Contracts from a different administrative place of performance (e.g., with different CAGE code/DUNS) than the entity proposed in Table ES-1 (Offeror Summary);
- Contracts that involve little to none of the scope, magnitude of effort and complexities required by this solicitation; or
- Contracts, or those portions of contracts, whose performance is older than 5 years from the proposal due date. (If only a portion of a contract is older than 5 years, then only that portion is not relevant for reasons of recency.)

- (2) Past performance of any entity with multiple CAGE codes/DUNS will be considered for the same administrative place of performance if each entity has distinct roles and responsibilities identified in Table ES-1 (Offeror Summary), or the current and previous CAGE codes were created as a result of a corporate acquisition, reorganization, merger, or other administrative reason and refer to the same division in the same physical location as the administrative place of performance in accordance with the proposed roles and responsibilities. However, all current CAGE Codes/DUNS must appear in Table ES-1 which indicates a commitment of work for those entities. To facilitate the relevancy determination, the Offeror shall provide an explanation of why multiple CAGE codes are proposed; identify all applicable CAGE codes along with their defined roles and responsibilities, and a description of all such changes in the organization of the company within Volume 1.0, Executive Summary if past performance for a previous CAGE code/DUNS is submitted. In addition, the Offeror shall provide a narrative within this section explaining how the changes impact the relevance of any past performance contracts provided.
- (3) The comparative analysis utilized to determine relevancy, should show how similar the past performance contract reference is to the requirements of this solicitation with regard to scope of effort (consider SOO/SOW/PWS tasks); magnitude of effort (consider dollar amount); and complexity (consider attributes of the work being performed such as type of effort, end product, frequency such as turn-around-time or delivery rate, number of sites, skills, processes, contract type, etc.)

- b. **Past Performance Information:** Provide a brief description of past performance in delivering quality products in each of the areas identified below. Include in these descriptions any information that demonstrates the level of performance obtained, where available, provide quantifiable measures/trends to demonstrate past and current performance. Also describe past problems, including when they occurred, what the circumstances were surrounding the situation, and what the consequences were as a result of the problem.
- (1) Technical Performance: meeting technical requirements (i.e., the quality of your technical performance, e.g., performing analysis, design, testing, etc.);
 - (2) Schedule Performance: meeting schedule requirements (i.e., schedule performance, e.g., on time or late delivery, modification of original schedules and reasons for any changes, etc.);
 - (3) Management Performance: managing the contracted effort (i.e., program management, e.g., cooperation with customer, subcontract management); and
 - (4) Small Business Utilization: The Large Business Offeror shall provide copies of the final or most recent SF 294s/Individual Subcontracting Reports (ISRs) for the three most relevant government contracts provided in the Past Performance section of its proposal. The Small Business Offeror may provide this information in a format substantially the same as the ISR. If the Offeror is a participant in the DoD Comprehensive Subcontracting Test Program, the Offeror shall provide copies of DCMA's most recent "Review of Contractor's Comprehensive Subcontracting Program" (DCMA Form 640), and three copies of the final or most recent SF 295s/Summary Subcontracting Reports (SSRs), and explain how the results shown in these documents demonstrate the realism of the Offeror's proposed SB Utilization Strategy. If applicable, note whether the contract met or exceeded Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone), Small Disadvantaged Business (SDB), and Women-Owned Small Business (WOSB) small business utilization and subcontracting goals.
- c. **Demonstrated Systemic Improvement:** Identify systemic improvement actions taken to resolve any past problems identified in 3.3.b Past Performance Information. Provide the records of such results and indicate where they are documented, preferably in Government record systems. Describe the techniques, elements, and tools used to correct problems on the reference contract and, if applicable, how these techniques, elements, and tools may be used for the contract to be awarded as the result of this solicitation. Provide quantifiable evidence or metrics that substantiate or demonstrate claims of improvement and to demonstrate that the past problem will not occur on the contract to be awarded as the result of this solicitation. It is incumbent upon the Offeror to explain the relevance of the data provided and substantiate that improvements from past performance problems are being made. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. Consideration for discounting problems may be given when those problems are addressed through demonstrated systemic improvement. Demonstrated Systemic Improvement may be indicated by information as it relates to preventing recurrence of past problems, including: identification of the root cause of a problem, a corrective action plan that systemically addresses the past problem, how and when the plan was implemented, documented timeframe to demonstrate when corrective action was implemented and became successful; and performance data, preferably through Government records, to show performance improvements.

4.0 VOLUME 4 - PRICE PROPOSAL

The following guidelines and instructions are provided to assist the Offerors in preparing clear, concise, comprehensive and traceable proposals.

Below is a list of Section L Attachments that the Offeror shall utilize to provide information required for this volume:

Attachment L-6 Price Matrix
Attachment L-7 Aircraft Modifications/Spares and Travel and Material

4.1 Price Proposal Guidelines

- a) The Offeror shall provide a brief overview of the Ground Rules and Assumptions supporting the proposed price.
- b) As this is a competitive acquisition with adequate price competition anticipated, the price documentation requested is not considered certified cost or pricing data and shall not be certified in accordance with FAR 15.403-1. Should adequate price competition not exist after receipt of proposals, the PCO reserves the right to obtain certified cost or pricing data as necessary from both the Offeror and subcontractors, pursuant to FAR 15.403-4, and may conduct negotiations with the Offeror in order to ensure a reasonable price. Further, the Offeror may be required to provide a Certificate of Current Cost or Pricing Data prior to award, pursuant to FAR 15.406-2. The Offeror shall acknowledge the requirement to provide additional cost or pricing information and certify the data prior to award if/when requested by the PCO. By submitting a proposal, the Offeror grants an authorized Government representative the right to examine records that form the basis of the pricing proposal. This examination and review can take place at any time before the award.
- c) The cost of general purpose items required to conduct normal business operations will not be considered allowable in the performance of this contract. The following types of general purpose costs required to conduct normal business operations are not allowable: the cost and associated costs for telephones and telephone charges (except for project-related telephone charges for performance of this contract which, per contractor's DCAA-approved accounting system, may be directly reimbursed under communication expenses), modems, typewriters, reproduction machines, word processing equipment, personal computers, computer software, Internet access charges, facsimile machines, commercial carrier charges, pagers, and other general purpose office equipment and office supplies.
- d) The information required in these price instructions applies to both the Offeror and to any principal subcontractors required to meet the requirements of this solicitation, as defined in paragraph one (1) of the General Proposal Instructions. All JV team members and subcontractors proposed shall provide the same information that is required for the Prime contractor. The proposed JV team members and subcontractors shall submit its sealed price proposals under the Prime contractor. The Prime contractor must justify the reasonableness of each team member's and subcontractors' price, and provide a discussion of the basis of this reasonableness determination. Due to the proprietary nature of company rates, rate information may be presented separately for each entity. Each principal subcontractor that provides a separate volume shall follow the same format as described in these instructions.
- e) Any numerical data shall be in an MS Excel 2010 spreadsheet; and any narrative shall be in MS Word 2010 format. Files received in a format other than requested are unacceptable. Portable Document Format (PDF) is not acceptable, except when provided in addition to MS Excel and MS Word formats. Within all Excel spreadsheets, the Offeror shall use formulas and functions to the maximum extent possible and shall not use "value only" cells. If external links are utilized, supply those referenced files. Spreadsheets shall not be protected. The price proposal shall be unprotected and unlocked, with formulas intact to show mathematical operations.

4.2 Directions for Submitting Price Information:

The Offeror shall complete Section B, which is found in Volume 5 of the Model Contract by filling in the unit price for CLINs 0001, 0X02 through 0X11, 0X13 through 0X21, and 0422. Price information shall be submitted in Then Year dollars (TY\$) based on the Government's Fiscal Year (1 October through 30 September). The Offeror shall use the "round" function in Excel and truncate all fractional dollars to two decimal places (e.g., \$47.24).

For evaluation purposes, the Offeror shall propose and populate all Section B Net Amount column cells by multiplying the Max or Estimated Quantity provided by the respective proposed Unit Price of each CLIN and SLIN for the entire five year ordering period. The Offeror shall provide this information by year in MS Excel format and also provide a summary level of the Price Proposal by Fiscal Year and CLIN in Attachment L-6, Price Matrix.

The proposed price of FFP CLINs (0X02, 0X03, and 0X08) shall be the Government estimated cost plus any Offeror burdens applied. Additionally, the Offeror shall insert the ceiling burden rates in the CLIN description for FFP CLINs (0X02, 0X03, and 0X08) in Section B. The Offeror shall not add any additional direct costs to the Government Estimated Cost provided in Section B. Fee or profit may be included for FFP CLINs 0X02 and 0X03 in Section B. Fee or profit shall not be included for FFP CLINs 0X08 in Section B. For FFP CLINs 0X02, 0X03, and 0X08 the Offeror shall complete Attachment L-7 Aircraft Modifications/Spares and Travel and Material.

The Offeror shall propose travel costs in accordance with the Department of Defense (DOD) Civilian Personnel Joint Travel Regulations, prescribed by the General Services Administration, and the Standardized Regulations (Government Civilians, Foreign Areas), as prescribed by the Department of State.

The Offeror shall use Collective Bargaining Agreements (CBAs), Section J Attachment 8; and Area Wage Determinations (AWDs), Section J Attachment 9, if applicable, in pricing the Price volume. The Offeror shall identify whether the labor rates proposed are CBAs and/or AWDs. The Selected Awardee will be required to perform in compliance with the Service Contract Act.

The Government will develop an evaluated price in accordance with the criteria specified in Section M.

5.0 VOLUME 5 – CONTRACT ADMINISTRATION

- a. **Offeror Representatives and Information:** Provide the name, title, phone number and email address of the Offeror's principal point of contact for the solicitation. Also identify those individuals authorized to negotiate with the Government and contractually bind the Offeror. The Offeror shall provide its company/division's street address, county and facility code; Commercial and Government Entity (CAGE) code; Data Universal Numbering System (DUNS) code; size of business (large or small); and labor surplus area designation. This same information must be provided for any division, affiliate or subcontractor along with the percentage of work and role and responsibility to be performed by each entity.
- b. **Government Agency Information:** Provide the mailing address, telephone, fax numbers, email address and facility codes for the Offeror's cognizant Contract Administration Office, Defense Contract Audit Agency (DCAA), and Government Paying Office. In addition, please provide the name, telephone number, fax number and email address for the Administrative Contracting Officer (ACO) at the Defense Contract Management Agency (DCMA).
- c. **Business System Compliances:** The Offeror shall indicate the most recent date which the Offeror's cognizant Defense Contract Management Agency/Defense Contract Administration Agency determined the adequacy of the Offeror's systems (including but not limited to Accounting, Estimating, and Purchasing). If the Offeror's systems' status is not adequate, list the date of the last adequacy determination and the current status of any systems reviews or ongoing audits.
- d. **Terms and Conditions:** This section must include a statement that all exceptions and deviations that the Offeror takes to the provisions of the RFP are identified in this section; or provide a statement that the Offeror has no exceptions or deviations from the RFP. An exception is where an Offeror states it will not comply with a requirement, usually involving contract terms and conditions. A deviation is where an Offeror states it will not comply with a requirement but proposes an alternative to meet the intent of the requirement, usually involving a specification or it is determined by the Government evaluation of the Offeror's proposal. An exception or deviation is considered a deficiency. If proposing an exception or deviation, the Offeror shall provide the following in this section: (a) a detailed description for each exception or deviation, (b) identification of the portion of the RFP affected, and (c) an indication as to why the applicable requirement as stated in the RFP is difficult to meet. The Government will review the information and may elect to clarify the requirement via an amendment or clarify the requirement by holding discussions.
- e. **The Model Contract:** Provide a separately bound hard-copy Model Contract and a digital version on a separate disk from the proposal volumes in both PDF and MS file formats. Ensure that the Model Contract includes:

- (1) The original signed SF33 for the basic solicitation and each amendment (as applicable) (including sections B-K)
- (2) Section B with proposed pricing;
- (3) Section F with delivery dates filled in;
- (4) Section H;
- (5) Section K: Signed Representations, Certifications, and Acknowledgements and/or Online Representations and Certifications Application (ORCA) reference; and
- (6) Small Business Subcontracting Plan

Section M - Evaluation Factors for Award

MA-1

I. GENERAL INFORMATION

The Government expects to select one Offeror on the basis of its proposal providing the “best value” to the Government, all factors considered. “Best value” means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. Offerors are advised that proposals meeting the solicitation requirements with the lowest price may not be selected for an award if award to a higher-priced Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher-priced proposal must merit the additional price.

A. EVALUATION PROCESS

The Government intends to evaluate each proposal and award a contract to the responsible Offeror whose offer, conforming to the solicitation, provides the greatest overall benefit to the Government, all factors considered. Therefore, Offerors are cautioned that their initial offer should contain the Offeror's best terms from a technical, past performance, and price standpoint. However, the Government reserves the right to conduct discussions and request proposal revisions if it is determined to be in the best interest of the Government. When a competitive range is established, the Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The Government may use information other than that provided by the Offeror in its evaluation, including past performance information and the results of questionnaires or site surveys.

All proposals will be evaluated for compliance with the terms, conditions, and requirements set forth in the solicitation, as well as for the risk associated with the Offeror's approach. The Government may consider any exception or deviation to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency, as defined in FAR 15.001. Additionally, any approach that relies on Government resources or operations (e.g., Government Furnished Property, Government Furnished Equipment, Government personnel/actions, Government Concept of Operation changes, etc.) in order to comply with a requirement, unless otherwise allowed, may be considered a deficiency. A proposal assessed with a deficiency will make the offer ineligible for award.

B. EVALUATION FACTORS FOR AWARD

Proposals shall be evaluated using the factors, which are listed below, where Technical is of greater importance than Past Performance, and Past Performance is of greater importance than Price. All evaluation factors other than Price, when combined, are significantly more important than Price.

- A. Technical
- B. Past Performance
- C. Price

The proposal must demonstrate to the Government's satisfaction that the Offeror will provide a program that will ensure the successful accomplishment of the solicitation requirements and overall program objectives. Proposal information provided for one factor may be used to assess other factors if the Government deems it appropriate. In addition, the Offeror's technical proposal will be reviewed to determine if it reflects a clear understanding of the scope of work necessary to meet the solicitation requirements.

For the Technical factor, a Technical Rating and Technical Risk Rating will be assigned. The assessment of the Offeror's technical solution is comprised of the Technical Rating and Risk Rating.

The Technical Rating is an assessment of compliance with the solicitation requirements and merit, which considers the benefits and detriments related to program performance and operations. The degree of benefit to the Government associated with a strength(s) will be considered in determining whether the Offeror's approach and

understanding of requirements rises to a level of being thorough or exceptional. The Technical Risk Rating considers the risk associated with the technical approach in meeting the requirement. Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance.

Appreciably exceeding requirements that are expressed as a minimum or threshold requirement can potentially produce performance or operational benefits. Beyond the point where there is no additional performance or operational benefit, risk reduction may be assessed. Additionally, a proposal that provides the Government with a capability, service or resource that is not specifically required, but benefits the Government can have merit if it appreciably enhances performance and/or operations to benefit the Government.

Failure to address part or parts of the Technical factor caused by a lack of information may be assessed as a significant weakness or multiple significant weaknesses. A combination of significant weaknesses that increase the risk of unsuccessful contract performance to an unacceptable level may be considered a deficiency.

Offerors are advised that during the evaluation process, a technical factor rating of “Unacceptable” or “High” risk may result in the entire proposal being found unacceptable and eliminated from the competition.

For the Past Performance factor, a separate Performance Confidence Assessment Rating will be assigned. This assessment will address the Government’s level of confidence in the Offeror’s ability to successfully perform the required effort based on the Offeror’s (including subcontractors’ and/or JV team members’) relevant past performance and systemic improvement. In the case of an Offeror without a record of past performance or for whom information on past performance is not available, the Offeror will receive a rating of “Unknown” which is considered a “Neutral” rating. Under Past Performance, the Government will evaluate how well an Offeror has performed similar work before. As such, the term “performance record” in the Performance Confidence Assessment Rating definition is referring to the records that indicate how well the Offeror has performed on recent/relevant work (e.g., CPARs, and questionnaires). When proposals are received from contractor entities specifically formed to propose on a particular acquisition (e.g., teams, joint ventures), the past performance evaluation will consider each individual team member.

II. SPECIFIC INFORMATION

A. TECHNICAL

A. Technical - The Government will evaluate the proposal to determine the Offeror's understanding of, approach to and ability to meet the solicitation requirements. The Government will assess the Offeror’s Technical proposal with respect to its compliance with the solicitation requirements and the risk associated with the Offeror’s approach. The evaluation will include an assessment of the Offeror's Management Support Approach, Site Manning, Management Information System, Transition Phase-In, Mission Capable/Readiness Approach, Experience, and Small Business Management. Emphasis will be placed on Site Manning and the Management Information System.

The Offeror's strategy for utilizing Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business as well as its consistency with the Small Business Subcontracting Plan will be evaluated. Additionally, any proposed small disadvantaged business goal, and the Offeror’s use of the Small Business Innovative Research (SBIR) program (if applicable), will be evaluated.

B. PAST PERFORMANCE

The Government will evaluate the Offeror's, and (if applicable) its principal subcontractors' and JV team members' demonstrated past performance in delivering quality products and services similar to the solicitation requirements for Contractor Logistic Support Services similar to those required in the PWS for Airframe CLS efforts in each of the following areas: 1) meeting technical requirements, 2) meeting schedule requirements, 3) managing the contracted effort on similar programs, and 4) Small Business Utilization. The currency and relevance of the contract and past performance information, source of the information, context of the data, and general trends in contractor's performance will be considered. Problems not addressed by the Offeror will be considered to still exist. However, consideration for discounting problems may be given when those problems are addressed through demonstrated systemic improvement. The degree to which the Offeror can demonstrate that it has successfully applied systemic improvement to resolve past performance problems will be evaluated.

C. PRICE

The Firm Fixed Price (FFP) CLINs (CLINs 0001, 0X02 through 0X11, 0X13 through 0X21, and 0422), will be evaluated for reasonableness and to determine if the CLINs contain no material imbalances.

In the evaluation, the Government may use commercial published data, same or similar DoD contracts, Government estimates, industry standards, Defense Contract Audit Agency (DCAA) audit information, or other information as deemed appropriate by the Government.

Total Evaluated Price

Total Evaluated Price is defined as the sum of the following:

1. For Firm Fixed Price (FFP) CLINs (CLINs 0001, 0X02 through 0X11, 0X13 through 0X21, and 0422), the total evaluated price is defined as the sum of the CLINs. Note: For the value of FFP the Offeror shall use the Government Estimated Cost identified in Section B including any proposed burdens. Offerors must clearly indicate the ceiling burden rate and the individual cost elements that make up the ceiling burden rate in their proposal. Fee or profit may be included for FFP CLINs 0X02 and 0X03 in Section B. Fee or profit shall not be included for FFP CLINs 0X08 in Section B. The CLIN Net Amount is defined as the proposed Unit Price multiplied by the Max Quantity for that CLIN.
2. FAR 52.217-8, Option to Extend Services, is incorporated in the solicitation. Total evaluated price will also include the six month performance period permitted under the clause, to account for a situation where invoking of the clause, in whole or part, becomes necessary. Specifically, the evaluated price of this six-month period will be calculated by dividing the evaluated amount for CLINs 0402 through 0411, and 0413 through 0421 by 12 to establish an estimated monthly amount. The monthly amount will then be multiplied by six to establish the estimated price for the six-month option to extend services.
3. FAR 52.219-4 Notice of Price Evaluation Preferences for HUBZone Small Business Concerns is incorporated in the solicitation. Total evaluated price will be adjusted in accordance with the Clause, if applicable.

III. DEFINITIONS

A. EVALUATION RATINGS AND RISK ASSESSMENT DEFINITIONS –

EVALUATION RATINGS DEFINITIONS

Technical Ratings: The Technical rating assignments reflect the Government's assessment of the Offeror's technical solution for meeting the Government's requirement.

Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. The proposal contains multiple strengths and no deficiencies.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one strength and no deficiencies.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies and is unawardable.

RISK ASSESSMENT DEFINITIONS

Technical Risk Rating: The risk assignments reflect the Government's assessment of potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance.

Rating	Description
Low	Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Can potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

PERFORMANCE CONFIDENCE ASSESSMENT DEFINITIONS

For the Past Performance factor, the Performance Confidence Assessment rating assignments reflect the Government's confidence that the Offeror will successfully perform the solicitation's requirements based on the Offeror's relevant past performance and systemic improvement.

Rating	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

B. OTHER EVALUATION DEFINITIONS -

Strength	An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
Risk Reducer	An aspect of an Offeror's proposal that reduces risk in a way that will be advantageous to the Government during contract performance.
Weakness (FAR 15.001)	"Weakness" means a flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness (FAR 15.001)	A "Significant Weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
Uncertainty	An aspect of the proposal that affects the Government's ability to determine if a requirement will be met.
Deficiency (FAR 15.001)	"Deficiency" is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
Reasonableness (from FAR 31.201-3)	A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. What is reasonable depends upon a variety of considerations and circumstances, including: (1) Whether it is the type of cost generally recognized as ordinary and necessary for the work to be performed; (2) The contractor's responsibilities to the Government.

Recency	A measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant. As it pertains to past performance, the time period for this solicitation is performance that is within 5 years from the due date of the proposal; and within that 5 year time period the more recent past performance references are more relevant.
Relevancy	A measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.